

Cedar City

10 North Main Street • Cedar City, UT 84720

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www.cedarcity.org

CITY COUNCIL MEETING JANUARY 15, 2014

Mayor

Maile L. Wilson

Council Members

Ronald R. Adams

John Black

Paul Cozzens

Don Marchant

Fred C Rowley

City Manager

Rick Holman

The City Council will hold a regular meeting on Wednesday, January 15, 2014, at 5:30 p.m., in the Council Chambers at the City Office, 10 North Main Street, Cedar City, Utah. The agenda will consist of the following items:

I. Call to Order

II. Agenda Order Approval

III. Administration Agenda

- Mayor and Council Business
- Staff Comment

IV. Public Agenda

- Public Comments

V. Business Agenda
Public

Consent Agenda

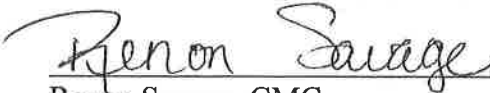
1. Approval of minutes dated December 4 & 11, 2013
2. Approval of bills dated January 9, 2014
3. Approve a septic system & combining parcels at 2270 West 580 North (Horse Alley) – George Jett
4. Approve the purchase of two replacement vehicles for the Police Department from Salt Lake Valley Chrysler/Dodge in the amount of \$27,721 per vehicle and \$18,279.00 per vehicle for equipment – Chief Allinson
5. Approve a contract with Google to have CATS fixed-route bus schedule online – Tammy Nay
6. Approve renewal of insurance for CATS buses – Tammy Nay
7. Approve an amendment to Transit Station License Agreement with Wal-Mart – Tammy Nay
8. Ratify authorization of Mayor designating Public Works Director to access UDOT Federal Transit Administration grant software – Tammy Nay
9. Approve a contract between Cedar City Corp and Creamer & Noble Inc. – Russ Volk
10. Approve a contract between Cedar City Corp and Creamer & Noble Inc. (SyberJet Project) – Russ Volk
11. Approve FAA Airport Improvement Project AIP-28 grant application for Federal assistance in the amount of \$ – Russ Volk
12. Approve transferring \$13,100 to the Golf Course capital funds for improvements to the Golf Course Club House project – Dan Rodgerson

13. Approve the reappointment of City Attorney, City Treasurer, and City Recorder for four years – Mayor Wilson

Action Agenda

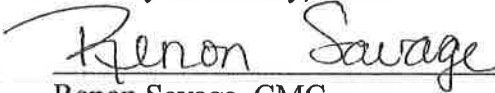
14. Consider the Jones minor lot subdivision located in the vicinity of Bulldog Road and Kittyhawk Road without installing improvements until the time a building permit is pulled – Ron Larsen, Insight Engineering
15. Public Hearing to consider a resolution amending the 2013-14 FY budget for the Cedar Canyon Water Tank project – Jonathan Stathis
16. Approve a resolution updating the Airport Rules and Regulations and Minimum Standards – Russ Volk
17. Consider Council committee appointments – Mayor Wilson
18. Executive Session – Reasonably Imminent Litigation

Dated this 13th day of January, 2014.


Renon Savage, CMC
City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 13th day of January, 2014.


Renon Savage, CMC
City Recorder

Cedar City Corporation does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in accessing, understanding or participating in the meeting, please notify the City not later than the day before the meeting and we will try to provide whatever assistance may be required.

COUNCIL WORK MINUTES
DECEMBER 4, 2013

The City Council held a work meeting on Wednesday, December 4, 2013, at 5:43 p.m., in the Council Chambers, 10 North Main Street, Cedar City, Utah.

MEMBERS PRESENT: Mayor Joe Burgess; Councilmembers: Ron Adams; Nina Barnes; Paul Cozzens; Don Marchant.

EXCUSED: Councilmember John Black.

STAFF PRESENT: City Manager Rick Holman; City Attorney Paul Bittmenn; City Engineer Kit Wareham; City Recorder Renon Savage; Finance Director Jason Norris; Police Chief Robert D. Allinson; Leisure Services Director Dan Rodgeron; HR Specialist Natasha Hirschi.

OTHERS PRESENT: Melodie Jett, Tom Jett, Byron Linford, Bev Burgess, Maile Wilson, Betsy Carlile, Larry T. Vaughan, Pete Heilgeist, Krysta Kinder, Brandon Cook, Fred Rowley, Doug Hall, Blate Minkler, Jarom Minkler, Daniel Oftedahl, Kyle Oftedahl, Maddie Cull, Joshua Hill, Jared Barnes, Tracie Sullivan, Ashley Linford, Marui Bleazard, Kerry Fain, Jasmine Rojas.

PUBLIC COMMENTS: ■Kerry Fain – we have shoveled snow off the ice rink all day. I want to say how much I appreciate you and the community, we are grateful for your support. There is no way we could have done it without you. We have had over 800 people through the rink, not counting learn to skate and hockey players. We have over \$4,000 that has come into the rink. There has been a little back and forth on what are YETI responsibility and the City, Dan and the Aquatic Center staff have been great. All feedback has been positive. We have had families from Minersville, Beaver, Richfield, St. George, Mesquite and Las Vegas; we are drawing from all over. USFF (figure skating federation) has given their stamp of approval Melinda Benion is running that and I am doing the hockey. We are at about 85 students. Thanks to your support we have a new sport in Cedar City. People are excited. Barnes – I want to compliment, the youth have been excited it has been neat for my teenage kids. Kerry – we had a line on Black Friday that took ½ hour to get in. We were close to running out of skates. Cozzens – it is 2 hours? Kerry - \$1 for skates and \$2 to skate for 1.5 hours. We are doing a punch pass for \$35, the punch pass does not include skates they are \$1. We are trying to keep it affordable. Barnes – I like to hear the relationship with you and Dan. Cozzens – I bumped into Bart Bishop and he said he had a little trouble Saturday when the Aquatic Center closed at 6:00. Kerry – if someone is hired for extended hours we should pick up that tab. Cozzens – did we decide to go ahead with the chain link? Kit – yes. Cozzens – what is the balance? Kit – around \$15,000. Kerry – we wanted to purchase some bleachers on the NW corner where it meets the building we could add decorative gravel. I don't know what the cost of bleachers and gravel would be, but that is the priority. Barnes – what were the funds for? Paul – we said we would spend up to a certain amount for the rink. Grading, lights, power then fence were the top priorities. Barnes – we could

partner with Dan for the bleachers to use the bleachers at other locations. Also the path to keep with the master plan. Cozzens – the challenge with the bleachers is the height, they are hard to move. Mayor – I thought we had \$15,000 left but had to pay for chain link. Kit – no, we already took the chain link out. Kerry – if it could be interchangeable it would be good. Marchant – for some of us can we look at satellite heaters? Tom Jett – it has been about 6-7 months since the idea became public, ladies like Mrs. Fain, I don't know her, and her board are a phenomenal group to take something and pushed it through. I am thankful I am not in the way of this group, they would plow you over. These people are the future of the City. I applaud them and thank them very much. Barnes – the enthusiasm has been contagious. Cozzens – I asked Liz to run some numbers, the same week last year they are up 270 customers at the Pool and they were busy at the snack bar, I hope it is effective. I know a group that reserved the room at the Aquatic Center so they could have their party at the Rink, it will be a good relationship. Dan – we got the hot water issue taken care of, we bought a new hot water heater.

CONSIDER A BEER LICENSE FOR CEDAR RIDGE GOLF COURSE – JARED

BARNES: Chief Allinson – the Golf Course wants an off premise beer license. The references have all been contacted, there are not any problems. Consent.

CONSIDER BIDS FOR WORKERS COMPENSATION INSURANCE –

NATASHA HIRSCHI: Natasha – we put it out to bid, sent to several brokers in town and published it on the web and in the Daily News. We received two bids, the low bid is from Utah Local Governments Trust for \$106,006.51, and the next bid was \$126,150.74 from Dixie Leavitt Insurance. We recommend that we stay with ULGT. This is down from last year from \$123,000. Paul – Utah Local Government Trust was created by numerous cities, counties and special districts. They do various insurance. Natasha – they are set up similar to URMMA. Mayor – like a coop. Jason – they are 501c3. Natasha – they do send us refunds. Consent.

**CONSIDER A RESOLUTION AMENDING THE PERSONNEL POLICY
RELATED TO SOCIAL MEDIA AND ELECTRONIC EQUIPMENT – PAUL**

BITTMENN: Paul – over the last few years there is a lot of new usage with social media, departments have face book sites, Administration, Police Department, Fire Department and Leisure Services all have sites. This is to set up guidelines. The department head is responsible for the social media in their department, approved by the City Manager, language on what we will permit. It is a tool to get messages out via social media. If there are crude, vulgar posts we will remove it. Also we have employees that use social media on their own. We as department heads had discussion on social media, employees can use it, keep it appropriate, not meant to be punitive, more a reminder. We have a similar section related to politics. The other part of the policy deals with computer use, voice mail and what we have on our servers that the City own or leases. Everything on their belongs to the City so don't put on what we don't want others to see. The City purchases the equipment for employees to do their work. Also a statement that incidental personal use is not prohibited, but on their own time and if they print stuff it should be paid for. Action

Barnes – more the content, not the imaging. Paul – whoever in the department that manages they will use the style guide.

**CONSIDER THE SIGNING OF THE CRITICAL INCIDENT TASK FORCE
PROTOCOL BETWEEN CEDAR CITY POLICE DEPARTMENT AND OTHER
IRON COUNTY LAW ENFORCEMENT AGENCIES – CHIEF ALLINSON:**

Chief Allinson – we get an officer involved shooting or in custody death there are two investigations, one on administrative, but also to make sure no criminal investigation which falls under county attorney's office. We met at the County to call on a team of investigators and work under the umbrella of the County Attorney's office; this is the guideline for this type of incident. Paul B. has a few concerns and they will be addressed on Friday when we meet again. Barnes – who makes up the committee? Chief – the chief's sheriff and the county attorney and they meet monthly. We will assign detectives to do this and they will get the training they need. Action.

CONSIDER A RATE SCHEDULE AGREEMENT WITH PROJECT MEDIA 256

– BYRON LINFORD: Byron – about 3 years ago I started working with a national media company on a film festival event. They are not prepared to do a contract, but want a use agreement on the Heritage Center. I have been going back and forth on a ½ percent. They want the current rate schedule agreement will be for 5 years; that we agree to a 5% ticket revenue share; also 7.5% on their merchandise. They have done satellite events in Indianapolis and Tampa Bay and they did about \$85,000 at those events. We would bet 7.5% of the sales in Cedar City. If we are able to put that paperwork together we would like it approved next week. They want to announce mid-January. Action.

Barnes – I appreciated getting the report on the Heritage Center, it is good feedback.

**REVIEW REVISED COOPERATIVE AGREEMENT WITH UDOT ON CITY
FUNDING FOR THE SOUTH INTERCHANGE RECONSTRUCTION PROJECT**

– KIT WAREHAM: Kit – in October you approved a cooperative agreement with UDOT for \$1.1 million dollars. They added in the amount we need to match of \$72,216. That is the change; I thought it needed to be reapproved. The next item we are proposing to enter a loan agreement for most of that money, \$450,000 the City will pay, but not to impact our budget we are proposing a loan for the remaining \$722,000 at 1.58% for four years. Mayor – like YETI and the skating agreement it is a joint partnership. We agreed to partner and put in land and grants and cash they moved it up to this year, it was funded in October. This nails down our part of the partnership. We wanted to do it over 6 years because we didn't have resources; they said it was too expensive to stretch it out that long so they are lending us the money. We hope to start in April. Marchant – UDOT makes it sound like they are so great, if it was St. George it would have been done 5 years ago. Consent.

**REVIEW AGREEMENT WITH UDOT FOR A LOAN THAT WILL ADVANCE
THE PAYMENT OF CITY FUNDING FOR THE SOUTH INTERCHANGE
RECONSTRUCTION PROJECT – KIT WAREHAM:**

Discussed above. Consent.

REVIEW COMBINED BID ON THE SOUTHERN VIEW SUBDIVISIONS ROCK RETAINING WALL AND COVE DRIVE LANDSCAPE RETAINING WALL

PROJECT – KIT WAREHAM: Kit – this is two projects that we combined in one bid to get a better price on the project. Southern View is a flood retaining wall, a flood channel that comes down Greens Lake and we will put a retaining wall to reinforce the channel. The second project is Cove Drive, installing landscape block retaining walls to catch material falling off the slopes. We brought an agreement where UDOT gave us \$100,000. The combined bid is \$140,150 from Schmidt. Southern View is \$44,795, we have approximately \$60,000 in an improvement bond from a developer to install that wall, it won't take all the money. \$95,000 for Cove Drive, we had \$100,000. It will only be 3 feet high and goes along all the cut sections in the road. Consent.

REVIEW AN AGREEMENT FOR THE SOUTHERN VIEW SUBDIVISION ROCK WALL PROJECT – JONATHAN STATHIS: Paul – the property the rock wall will protect will be on their property, they will give us access, we will build, test and have engineering department design and so they are built to standards, when done the property owners will own and maintain the wall. That will be recorded on their property so future owners will know. This is funded by the original developer. Adams – is this a flood area? Kit – it is not in a flood zone, flood insurance is not required. Consent.

CONSIDER AN ORDINANCE AMENDING CITY ORDINANCE SECTION 35-10, PARKING RESTRICTIONS – PAUL BITTMENN: Paul – a short time ago we put in some parking restrictions, staff got looking; the Police Department got looking into it and others were not in the ordinance. Renon looked about 3 times to get all the ordinances included. Barnes – we are not expanding anything? Paul – no, we are putting all the ordinances in one spot. We may come back in the short run to do no parking around bus stops, but we will bring that to you. Action

2014 MEETING SCHEDULE – RENON SAVAGE: Renon - the proposed meeting schedule is in your packets. There are two months where 5th Wednesdays are scheduled for meetings, the first is in January, since the first is on Wednesday, I just moved each one down. The other month is in July. The 23rd is on Wednesday and I thought you may want to skip that meeting since it is a day before a holiday. If you don't want to meet on the 5th Wednesday these can be changed. The rest of the schedule is as we have done in the past. Consent.

REVIEW AND EVALUATE CEDAR CITY ORDINANCE CHAPTER 39, CITY FUNDING REQUEST ORDINANCE – COUNCILMEMBER BARNES:

Councilmember Barnes – I have visited with several council members, I would like a small group to get together with committee members, council and staff to come up with some recommendations. Just do a review, there is a lot of history, but there have been some complications. It is a good time to look at this to focus for the next 10 years. Mayor – I recommend we let the new elected officials do this. Who will take the lead? Barnes – I will talk with Rick, he or Paul. Joanne Brattain has some recommendations also. Action.

EXECUTIVE SESSION – PROPERTY NEGOTIATIONS:

ADJOURN: Councilmember Marchant moved to adjourn and move into an executive session at 6:27 p.m.; second by Councilmember Cozzens; vote unanimous.

Renon Savage, CMC
City Recorder

COUNCIL MINUTES
DECEMBER 11, 2013

The City Council held a meeting on Wednesday, December 11, 2013, at 5:30 p.m., in the Council Chambers, 10 North Main Street, Cedar City, Utah.

MEMBERS PRESENT: Mayor Joe Burgess; Councilmembers: Ron Adams; Nina Barnes; John Black; Paul Cozzens; Don Marchant.

STAFF PRESENT: City Manager Rick Holman; City Attorney Paul Bittmenn; City Engineer Kit Wareham; City Recorder Renon Savage; Finance Director Jason Norris; Fire Chief Paul Irons; Leisure Services Director Dan Rodgerson; Street Superintendent Jeff Hunter; Grounds Maintenance Worker for Golf Tyler Bradshaw; Golf Pro Jared Barnes.

OTHERS PRESENT: Betsy Carlile; Tom Jett, Jace Burgess, Bev Burgess, Jayme Payne, Terry Irons, Maile Wilson, Logan Childs, Jared Taylor, Reece Brown, Jarom Minkler, Josie Comp, Kelin Bleazard, Brock Shipp, Courtney Carpenter, McKenna Hugh, Drew Kennedy, Ashley Linford, Maddie Cull, Kristie Hill, Ryan Hill, Keith Barnes, Kenyon O'Driscoll, Brakkon Garrett, Bryan Neria, Keith Pendery, Tracie Sullivan, Doug Hall, Fred Rowley, Jaren Forsyth, Dylan C. Stubbs, Joshua B. Borrego, Samuel Sanders, Georgia Beth Thompson.

CALL TO ORDER: Councilmember Marchant gave the opening prayer; the pledge of allegiance was led by Mayor Burgess.

AGENDA ORDER APPROVAL: Councilmember Black moved to approve the agenda order; second by Councilmember Cozzens; vote unanimous.

ADMINISTRATION AGENDA – MAYOR AND COUNCIL BUSINESS; STAFF COMMENTS: ■ Mayor Burgess presented a plaque to Councilmember Barnes for her service over the past 8 years, not just council, but other aspects. She has been a member of Parks & Recreation Board for over a decade. She was a key player in the organization & fund raiser of Park Discovery; she played a key role in the Development of the Veteran's Park; instrumental of raising awareness and support for the bonding of the Aquatic Center. She played a part in getting the trails plan and the master plan for the Parks. She was involved in securing funds from donations and sponsors for the amenities at the Aquatic Center., and helped come up with resources to turn the Lake at the Hills into a recreation facility, not just a water storage facility. Nina was also instrumental in getting the Main Street Park fence. She played a big role with the RAP Tax funds and was passionate about where the funds were spent. She has been a great advocate of SUU, served on the local board and now a member of the Regents and will be a great asset to the University and all of us including Dixie State. Thank you for your service. ■ Marchant – thank you to anyone involved in Angel Flight at East Elementary, including our Police and Fire Departments, the Leavitt Group and Mark Leavitt for the use of the Hangar; JoAnne Brattain and Eagle Scouts that collected funds and collected gifts, it was

a positive thing for our community. Also, to Tom Jett for celebrating his 55 birthday, wish him a happy Birthday. ■ Cozzens – I want to tell Nina how much I have appreciated her and her perspective on the Council. Also, to Joe for his service, one of the wisest businessman I have ever known, thank you. ■ Employee of the Month Jeff Hunter – Tyler Bradshaw, EAC Chair – Jeff of Street Department was nominated by a Corey Childs, Fleet Maintenance Manager. He said that Jeff is a great leader and motivator, and is someone that gets things accomplished. Ryan indicated that he finds him to be attentive to his job and willing to talk with residents about their concerns. He is a native of Cedar City and graduated from CHS. Jeff & his wife Laurie have 8 children in the blended family. In Jeff's spare time he enjoys hunting and skiing. ■ Kit – update on South Interchange, remember I am the messenger. They are getting to final stages of the scope of the project and the costs, by the end of next month it should be finalized. They are running in the red and won't have the money to fund everything and are looking to trim and asked everyone in the group to trim some, contractor, engineers and design and to us to see if we would be willing to look at two things to trim, one would be the mountain scenes on the structures and the decorative fence on the fly over. They want some ideas, they have suggested power coated chain link fence. Also painting the mountain scenes, but they can't paint on the fly over. It is not definite, but is looking like we will. They indicated that all soft scape is in the alternate bid and it doesn't look like there is money for that. The fence, mountain scene, painting of structures, poles was all in the base bid. If you have ideas on things we could modify on the fence or the mountain scenes let me know and I will pass them along. Mayor – the only thing I could think about was with the fence, it was about \$70,000, it is 3' on top of a 3' par afoot, maybe we could fund that through the trail. Barnes – I would support that, the visibility of Cedar City is I-15, this is now the standard, the nice interchanges and if we have one that is water downed it does not portray us well. Maybe the TRT Tax money could go there. Mayor – I am sick about it, they really want us to come up with the money. Marchant – I have a hard time concealing my disgust with UDOT and I wish they had what it took to set on the chairs and tell us this themselves instead of sending Kit. If you want to see a finished project, go to St. George. They need to have some good reasons. Black – the project in St. George, if they have savings can the move the money north? Kit – I don't know how that works. They have done that on projects within the area. Barnes – are other projects being asked to cut? Kit – each project has its own budget. Mayor – UDOT gets the contractor on board and they set the budget, it is like writing the test and then taking it after. I don't know how they can be stewards of the money and then not put them out to bid. Kit – our project is not being cut. Mayor – we have a budget and they are telling us that they know it will go over budget. I wish we had competitive bidding. Barnes – if you look down the road is it worth the investment? Mayor – it is if we have the money. With it being a trail we can use RAP Tax and TRT tax money. Keep in mind that UDOT moved the project from 30 years down the road to now. It took some work on our part, part because we became partners. I am not condemning UDOT, but I don't like how they bid because it is not competitive.

PUBLIC COMMENTS: ■ Tom Jett – Thank you for clearing the access on Main Street, it is nice to walk in a local restaurant and be able to get in. Also, I have been coming for a lot of years, from the last 3 mayors and I didn't know Nina very well 8 years ago, and it

has been wonderful watching her. I remember people thinking the earth was going to cave in when we had 3 women on the Council. I don't look at her as a woman, but a councilmember. With Mayor Burgess I watched Shirley get upset with the public and Mayor Sherratt getting irritated, but in the last 4 years I have not seen that, he hasn't yelled, I am sure frustrated, but he has not exhibited that, he is always calm, cool and professional and that is classy. It is your job to take the beating from the public, but you have always been a class act. I won't stop coming, it will be a new world, but it is exciting. I wish you both the best, and I know you will both be involved in the community. Thank you. ■ Barnes – express my appreciation for the process and the form of government we enjoy that we can be a part of the community and make a difference in the lives of those that live here. I have also appreciated the calm demeanor you (Mayor Burgess) have provided us and the businessman you have brought. I also want to thank the staff, particularly those that come each week. We have a fine, fine staff that spends their lives promoting Cedar City. As well as past councils, even though we have differences, there is a unity and a core in working to each other. There are moments we are on each other, but we unite and come together. Thank the community for allowing me to represent them. I feel a stewardship of responsibility and I share that with other elected officials. I am not from here, but serving has given me a great sense of place. When we moved here, Keith and I picked this community without a job, I walk away with a sense of place. Thank you, it has been a pleasure serving with all of you.

CONSENT AGENDA: (1) APPROVAL OF MINUTES DATED NOVEMBER 20 AND DECEMBER 4, 2013; (2) APPROVAL OF BILLS DATED DECEMBER 5, 2013; (3) APPROVE A BEER LICENSE FOR CEDAR RIDGE GOLF SHOP – JARED BARNES; (4) APPROVE BID FROM UTAH LOCAL GOVERNMENTS TRUST IN THE AMOUNT OF \$106,006.51 FOR WORKERS COMPENSATION INSURANCE – NATASHA HIRSCHI; (5) APPROVE THE REVISED COOPERATIVE AGREEMENT WITH UDOT ON CITY FUNDING FOR THE SOUTH INTERCHANGE RECONSTRUCTION PROJECT – KIT WAREHAM; (6) APPROVE AN AGREEMENT WITH UDOT FOR A LOAN THAT WILL ADVANCE THE PAYMENT OF CITY FUNDING FOR THE SOUTH INTERCHANGE RECONSTRUCTION PROJECT – KIT WAREHAM; (7) APPROVE BID FROM SCHMIDT CONSTRUCTION IN THE AMOUNT OF \$140,150 FOR THE SOUTHERN VIEW SUBDIVISIONS ROCK RETAINING WALL AND COVE DRIVE LANDSCAPE RETAINING WALL PROJECT – KIT WAREHAM; (8) APPROVE AGREEMENTS FOR THE SOUTHERN VIEW SUBDIVISION ROCK WALL PROJECT – JONATHAN STATHIS; (9) APPROVE THE 2014 MEETING SCHEDULE – RENON SAVAGE;

Councilmember Cozzens moved to approve the consent agenda items 1 through 9 as written above; second by Councilmember Barnes; vote unanimous.

CONSIDER A RATE SCHEDULE AGREEMENT WITH PROJECT MEDIA 256 – BYRON LINFORD: Paul – is this a written agreement? Mayor – yes. Have you not seen it? Paul – no. I don't want to hold him up, but we would like to read it first.

Mayor Burgess pulled this item from the agenda..

**APPROVE A RESOLUTION AMENDING THE PERSONNEL POLICY
RELATED TO SOCIAL MEDIA AND ELECTRONIC EQUIPMENT – PAUL
BITTMENN:**

Cozzens – I had feedback from a community member about someone posting a comment that we may want to take a screen shot and email to the council. Barnes – who decides what is automatically deleted, how do we monitor. Paul – the policy gives guidelines to what is removed, if it is not with the main conversation, profane or illegal act, and some language that would embarrass others. We can amend to retain the information and disclose it to the Council, or does the Council want to see everything that is deleted. Cozzens – I don't know how often people post. We don't want anything offensive. Paul – if it is a criticism we leave it on. Rick – a legitimate complaint we would respond and let the council know. Barnes – if it is clear cut guidelines, we just don't want to censor. Paul – the Department Head is responsible for the social media page. Cozzens – if someone complains about the Aquatic Center, we want to respond to it and have a record of it.

Councilmember Cozzens moved to approve the resolution amending the Personnel Policy related to social media and electronic equipment; second by Councilmember Adams; vote as follows:

AYE: 5
NAY: 0
ABSTAINED: 0

**APPROVE AN ORDINANCE AMENDING CITY ORDINANCE SECTION 35-10,
PARKING RESTRICTIONS – PAUL BITTMENN:** Paul – no new no parking zones, we are consolidating into one spot.

Councilmember Marchant moved to approve the ordinance amending Section 35-10, parking restrictions; second by Councilmember Adams; vote as follows:

Ron Adams	-	AYE
Nina Barnes	-	AYE
John Black	-	AYE
Paul Cozzens	-	AYE
Don Marchant	-	AYE

**APPROVE THE SIGNING OF THE CRITICAL INCIDENT TASK FORCE
PROTOCOL BETWEEN CEDAR CITY POLICE DEPARTMENT AND OTHER
IRON COUNTY LAW ENFORCEMENT AGENCIES – CHIEF ALLINSON:** Paul – the Chief was going to make some suggested changes in the nature of record retention and liability of employees. The idea is if there is an incident with officer involved shooting it would pull together trained investigators, each entity will retain control over their own employees, just pull together for the County Attorney's office.

Barnes – I have questions about transparency, what will be there for the public, during and after and would it be prudent to have a liaison with an elected official to have community eyes or involvement as part of the group. Paul – the AG's office has jurisdiction over the criminal acts, it is on anything we do, they can petition the AG's office to take a second look. Also, things we do implicate civil rights and they can petition the federal government to have oversight. The issue to have a council member involved, the job they are doing is an active investigation and I don't think the Council, staff or public have those skills, they are trained to do this. When an investigation is closed it is a public record. Barnes – a citizen can GRAMA it? Paul – yes. Cozzens – if there is an incident with Sheriff Department and they pull in our staff, who pays the overtime? Paul – under this program, everyone is on their own, same if the County contributes, they pay. Another thing you might consider, we have a SWAT Team and it is an interagency team and if they get called to an incident in Cedar the Sheriff Department pays their guys, same if we go to a County incident. Mayor – I don't know how we can be a part of that. Adams – the public input is the fact that they are getting investigated by their peers. Paul – they are pros and trained and we would get in their way. Barnes – this is with each community. Mayor – we have always done that. Paul – sometimes it is St. George, but these agreements are being utilized all over. Mayor – we have done the same thing but on an individual basis. Cozzens – I can see the wisdom of pulling someone from St. George or Beaver. Paul – this policy is just Iron County. Mayor – if it was something that would cost us thousands of dollars we could look at something else. Paul – a few more layers of accountability, Scott Garrett, County Attorney is elected and is part of the task force and will be involved in screening. The AG's office also and Bob Allinson is accountable to you, all agencies report to an elected body.

Councilmember Marchant moved to approve the protocol between Cedar City Police Department and the Iron County Law Enforcement Agencies; second by Councilmember Cozzens; vote unanimous.

REVIEW AND EVALUATE CEDAR CITY ORDINANCE CHAPTER 39, CITY FUNDING REQUEST ORDINANCE – COUNCILMEMBER BARNES:

Rick – since I wasn't here last week, yesterday, Nina, Don, Paul and Dan met and we feel we should reevaluate how we apply the next ten years of funds. We would like to bring suggested guidelines and bring feedback on more specific direction so we use the funds in the best way possible to meet City and community goals. The ordinance now talks about how we do things; we want to talk about why we do things so the community can see the direction we want to go. Barnes – we talked about it being our second go around, if we were given \$4 million to spend in our community how would we invest it different than we do the RAP tax. It is a great idea to plan to invest wisely and accomplish larger or long term goals. Cozzens – I thought it was good to involve a councilmember on the board. Rick – we thought if we bring guidelines so as we ask people to do their job they have suggestions. Barnes – it will be helpful to the members of the boards.

EXECUTIVE SESSION – PROPERTY NEGOTIATIONS:

ADJOURN: Councilmember Barnes moved to adjourn at 6:20 p.m. and move into the executive session; second by Councilmember Cozzens; vote unanimous.

Renon Savage, CMC
City Recorder

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
ALDER CONSTRUCTION					
NITRATE #4	NITRATE MITIGATION PROJECT	12/30/2013	53-56-730 CAP OUTLAY-IMPROVEMENTS	380,946.59	
Total ALDER CONSTRUCTION:				380,946.59	
ALLEN, RANDALL C.					
DEC 2013	PUBLIC DEFENDER CONTRACT	12/01/2013	10-44-310 PROF & TECH SERVICES	1,475.00	
JAN 2014	PUBLIC DEFENDER CONTRACT	01/01/2014	10-44-310 PROF & TECH SERVICES	1,475.00	
NOV 2013	PUBLIC DEFENDER CONTRACT	11/01/2013	10-44-310 PROF & TECH SERVICES	1,475.00	
Total ALLEN, RANDALL C.:				4,425.00	
ASCAP					
100003855942	500578445-LICENSE FEE	12/20/2013	10-41-210 SUBSCRIPTIONS & MEMBERSHIPS	337.58	
Total ASCAP:				337.58	
ASSOC OF PUBLIC TREASURER'S OF					
2014	MBRSHIP-NTNL ASSC PUBLIC TREAS	01/02/2014	10-41-210 SUBSCRIPTIONS & MEMBERSHIPS	185.00	
Total ASSOC OF PUBLIC TREASURER'S OF:				185.00	
AUTO MOTO (USED PARTS)					
934370	PARTS	12/27/2013	10-78-930 INVENTORY	25.00	
Total AUTO MOTO (USED PARTS):				25.00	
BAKER & TAYLOR					
4010732815	415754 L102673 4-GENERAL COLLEC	12/17/2013	10-87-481 BOOKS-GENERAL COLLECTION	73.68	
4010732815	415754 L102673 4-YOUNG ADULT BO	12/17/2013	10-87-482 BOOKS-YOUNG ADULT	61.26	
4010732815	415754 L102673 4-CHILDREN BOOKS	12/17/2013	10-87-483 BOOKS-CHILDREN	73.45	
4010737285	415754 L102673 4-GENERAL COLLEC	12/20/2013	10-87-481 BOOKS-GENERAL COLLECTION	100.61	
4010737285	415754 L102673 4-YOUNG ADULT BO	12/20/2013	10-87-482 BOOKS-YOUNG ADULT	26.22	
4010737285	415754 L102673 4-CHILDREN BOOKS	12/20/2013	10-87-483 BOOKS-CHILDREN	29.29	
Total BAKER & TAYLOR:				364.51	
BARNEY BROS. ELECT. INC.					
5752	STREET LIGHT MAINT.	12/20/2013	10-79-260 MAINTENANCE-STREET LIGHTS	5,704.25	
5753	STREET LIGHT MAINT.	12/20/2013	10-79-260 MAINTENANCE-STREET LIGHTS	6,182.75	
Total BARNEY BROS. ELECT. INC.:				11,887.00	
BETTRIDGE DISTRIBUTING, KEN					
0183543	GAS & OIL	12/16/2013	10-78-930 INVENTORY	934.36	
0183723	00844-FUEL & OIL	12/23/2013	51-40-251 GAS & OIL	804.40	
Total BETTRIDGE DISTRIBUTING, KEN:				1,738.76	
BLUEGLOBES, INC					
7C-17680	TRANSFORMERS AIRFIELD LIGHTING	12/18/2013	43-40-734 CAP OUTLAY-RUNWAY REHAB	1,218.00	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date F
Total BLUEGLOBES,INC:				1,218.00	
CARTER, JANA					
CC0008	ACCRA C-O-L RESRCH 2014	01/02/2014	10-60-620 COMMUNITY PROMOTION & RECRUIT	1,500.00	
Total CARTER, JANA:				1,500.00	
CASELLE					
54309	CONTRACT SUPPORT	01/01/2014	10-41-310 PROF & TECH SERVICES	858.00	
Total CASELLE:				858.00	
CEDAR CITY COCA COLA					
201549	CONCESSIONS MERCHANDISE	12/17/2013	20-40-482 MERCHANDISE-CONCESSIONS	174.00	
203639	CONCESSIONS MERCHANDISE	01/06/2014	20-40-482 MERCHANDISE-CONCESSIONS	434.73	
Total CEDAR CITY COCA COLA:				608.73	
CEDAR MOUNTAIN EMBROIDERY					
3301	UNIFORM SHIRTS	12/31/2013	53-56-451 UNIFORM SERVICE	835.36	
Total CEDAR MOUNTAIN EMBROIDERY:				835.36	
CEDAR STORAGE, LLC					
JAN 2014	STORAGE UNIT RENTAL	12/18/2013	76-40-210 EQUIPMENT, SUPPLIES, OPERATING	44.00	
Total CEDAR STORAGE, LLC:				44.00	
CENGAGE LEARNING					
50929181	GENERAL COLLECTION BOOKS	12/17/2013	10-87-481 BOOKS-GENERAL COLLECTION	99.96	
50935841	GENERAL COLLECTION BOOKS	12/18/2013	10-87-481 BOOKS-GENERAL COLLECTION	79.46	
50938866	GENERAL COLLECTION BOOKS	12/18/2013	10-87-481 BOOKS-GENERAL COLLECTION	58.38	
50938998	GENERAL COLLECTION BOOKS	12/18/2013	10-87-481 BOOKS-GENERAL COLLECTION	38.92	
Total CENGAGE LEARNING:				276.72	
CENTURY LINK					
DEC 2013	TELEPHONE - DEC 2013	12/07/2013	10-41-280 TELEPHONE	111.56	01/02/2014
DEC 2013	TELEPHONE - DEC 2013	12/07/2013	10-42-280 TELEPHONE	27.00	01/02/2014
DEC 2013	TELEPHONE - DEC 2013	12/07/2013	10-44-280 TELEPHONE	32.69	01/02/2014
DEC 2013	TELEPHONE - DEC 2013	12/07/2013	10-60-280 TELEPHONE	19.61	01/02/2014
DEC 2013	TELEPHONE - DEC 2013	12/07/2013	10-70-280 TELEPHONE	345.05	01/02/2014
DEC 2013	TELEPHONE - DEC 2013	12/07/2013	10-73-280 TELEPHONE	192.01	01/02/2014
DEC 2013	TELEPHONE - DEC 2013	12/07/2013	10-75-280 TELEPHONE	39.23	01/02/2014
DEC 2013	TELEPHONE - DEC 2013	12/07/2013	10-76-280 TELEPHONE	94.95	01/02/2014
DEC 2013	TELEPHONE - DEC 2013	12/07/2013	10-77-280 TELEPHONE	27.00	01/02/2014
DEC 2013	TELEPHONE - DEC 2013	12/07/2013	10-78-280 TELEPHONE	27.00	01/02/2014
DEC 2013	TELEPHONE - DEC 2013	12/07/2013	10-79-280 TELEPHONE	27.00	01/02/2014
DEC 2013	TELEPHONE - DEC 2013	12/07/2013	10-81-280 TELEPHONE	72.33	01/02/2014
DEC 2013	TELEPHONE - DEC 2013	12/07/2013	10-83-280 TELEPHONE	27.00	01/02/2014
DEC 2013	TELEPHONE - DEC 2013	12/07/2013	10-84-280 TELEPHONE	108.01	01/02/2014
DEC 2013	TELEPHONE - DEC 2013	12/07/2013	10-87-280 TELEPHONE	108.01	01/02/2014
DEC 2013	TELEPHONE - DEC 2013	12/07/2013	10-90-280 TELEPHONE	27.00	01/02/2014
DEC 2013	TELEPHONE - DEC 2013	12/07/2013	10-92-280 TELEPHONE	112.41	01/02/2014
DEC 2013	TELEPHONE - DEC 2013	12/07/2013	20-40-280 TELEPHONE	162.01	01/02/2014
DEC 2013	TELEPHONE - DEC 2013	12/07/2013	22-40-280 TELEPHONE	27.00	01/02/2014
DEC 2013	TELEPHONE - DEC 2013	12/07/2013	24-40-280 TELEPHONE	135.01	01/02/2014

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
DEC 2013	TELEPHONE - DEC 2013	12/07/2013	28-40-280 TELEPHONE	222.01	01/02/2014
DEC 2013	TELEPHONE - DEC 2013	12/07/2013	51-40-280 TELEPHONE	135.01	01/02/2014
DEC 2013	TELEPHONE - DEC 2013	12/07/2013	52-55-280 TELEPHONE	189.01	01/02/2014
DEC 2013	TELEPHONE - DEC 2013	12/07/2013	53-56-280 TELEPHONE	135.01	01/02/2014
DEC 2013	TELEPHONE - DEC 2013	12/07/2013	56-41-280 TELEPHONE	53.99	01/02/2014
Total CENTURY LINK:				2,456.91	
CODALE ELECTRIC SUPPLY					
S4910588.001	SUPPLIES	12/17/2013	10-78-930 INVENTORY	2,267.86	
S4958368.001	YETI ICE RINK	11/18/2013	41-40-790 CAP OUTLAY-RAP TAX	9.64	
Total CODALE ELECTRIC SUPPLY:				2,277.50	
CONSTRUCTION STEEL INC.					
18371	C3050-CRANE ENOCH #3	12/18/2013	51-40-255 WATER SYSTEM MAINTENANCE	220.00	
5946	C3050-WATER VAULT LIDS	12/11/2013	51-40-734 CAP OUTLAY-SHURTZ SPRING LINE	898.98	
Total CONSTRUCTION STEEL INC.:				1,118.98	
DANVILLE SERVICES OF UTAH, LLC					
6562	CLEAN UP-WEST SIDE PARKING LOT	12/30/2013	56-40-262 BUILDING & GROUND MAINTENANCE	21.00	
6563	CLEAN UP - EAST SIDE PARKING LOT	12/30/2013	56-41-262 BUILDING & GROUND MAINTENANCE	24.00	
Total DANVILLE SERVICES OF UTAH, LLC:				45.00	
DAVIDSON TITLES, INC.					
J8875	BOOKS	12/13/2013	10-87-481 BOOKS-GENERAL COLLECTION	78.56	
Total DAVIDSON TITLES, INC.:				78.56	
DEPARTMENT OF COMMERCE					
6099512-PLAW	PAWN SHOP DATA BASE RENEWAL	12/17/2013	10-70-210 SUBSCRIPTIONS & MEMBERSHIPS	102.00	
Total DEPARTMENT OF COMMERCE:				102.00	
DOCUMENT SOLUTIONS					
28122	CCC-COPIER MAINTENANCE	12/16/2013	10-41-310 PROF & TECH SERVICES	1,160.00	
28180	LARGE FORMAT COPIER MAINT. AGR	01/02/2014	10-81-252 EQUIPMENT MAINTENANCE	138.00	
Total DOCUMENT SOLUTIONS:				1,298.00	
DORSETT TECHNOLOGIES, INC.					
33958	UNV CARD	12/17/2013	53-56-252 EQUIPMENT MAINTENANCE	350.00	
Total DORSETT TECHNOLOGIES, INC.:				350.00	
ESRI, INC.					
92750627	5090-ARC VIEW MAINT UPDATES	12/17/2013	10-81-252 EQUIPMENT MAINTENANCE	408.00	
Total ESRI, INC.:				408.00	
FASTENAL					
UTCED46976	SUPPLIES	12/20/2013	53-56-252 EQUIPMENT MAINTENANCE	109.28	
Total FASTENAL:				109.28	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date
FEDEX					
2-509-51451	1769-7479-6-ENGINEERING	12/26/2013	10-81-240 OFFICE SUPPLIES & EXPENSE	17.09	
Total FEDEX:				17.09	
FINDAWAY WORLD					
114257	BOOKS	12/13/2013	10-87-481 BOOKS-GENERAL COLLECTION	322.45	
Total FINDAWAY WORLD:				322.45	
FREEDOM MAILING SERVICE					
23708	BILLING STATEMENTS	12/11/2013	51-40-240 OFFICE SUPPLIES & EXPENSE	3,405.63	
23708	NEWSLETTERS	12/11/2013	10-41-221 NEWSLETTER	156.38	
Total FREEDOM MAILING SERVICE:				3,562.01	
GALL'S, INC.					
001341815	0005300561-JACKETS	12/09/2013	10-70-700 CAP OUTLAY-NONCAPITAL ASSETS	910.00	
Total GALL'S, INC.:				910.00	
GASCARD -STATE OF UTAH					
NP40122072	FUEL-DEC 2013	01/03/2014	10-42-251 GAS & OIL	90.73	
NP40122072	FUEL-DEC 2013	01/03/2014	10-70-251 GAS & OIL	8,596.47	
NP40122072	FUEL-DEC 2013	01/03/2014	10-73-251 GAS & OIL	1,717.03	
NP40122072	FUEL-DEC 2013	01/03/2014	10-75-251 GAS & OIL	286.44	
NP40122072	FUEL-DEC 2013	01/03/2014	10-76-251 GAS & OIL	506.33	
NP40122072	FUEL-DEC 2013	01/03/2014	10-78-251 GAS & OIL	108.26	
NP40122072	FUEL-DEC 2013	01/03/2014	10-79-251 GAS & OIL	12,299.78	
NP40122072	FUEL-DEC 2013	01/03/2014	10-81-251 GAS & OIL	280.40	
NP40122072	FUEL-DEC 2013	01/03/2014	10-83-251 GAS & OIL	1,434.33	
NP40122072	FUEL-DEC 2013	01/03/2014	10-84-251 GAS & OIL	145.58	
NP40122072	FUEL-DEC 2013	01/03/2014	10-90-251 GAS & OIL	71.80	
NP40122072	FUEL-DEC 2013	01/03/2014	10-92-614 EVENT RECRUITING	117.15	
NP40122072	FUEL-DEC 2013	01/03/2014	22-40-251 GAS & OIL	2,325.17	
NP40122072	FUEL-DEC 2013	01/03/2014	24-40-251 GAS & OIL	251.58	
NP40122072	FUEL-DEC 2013	01/03/2014	28-40-251 GAS & OIL	136.48	
NP40122072	FUEL-DEC 2013	01/03/2014	51-40-251 GAS & OIL	2,713.28	
NP40122072	FUEL-DEC 2013	01/03/2014	52-55-251 GAS & OIL	1,030.22	
NP40122072	FUEL-DEC 2013	01/03/2014	53-56-251 GAS & OIL	554.75	
NP40122072	FUEL-DEC 2013	01/03/2014	54-40-251 GAS & OIL	197.07	
NP40122072	FUEL-DEC 2013	01/03/2014	55-40-251 GAS & OIL	4,817.43	
Total GASCARD -STATE OF UTAH:				37,660.28	
HEALTH EQUITY-HSA					
JAN 2014	HSA CONTRIBUTION	12/30/2013	10-81-132 EMPLOYEE INSURANCE	250.00	
JAN 2014	HSA CONTRIBUTION	12/30/2013	20-40-132 EMPLOYEE INSURANCE	600.00	
Total HEALTH EQUITY-HSA:				850.00	
HORROCKS ENGINEERS					
33228	SOUTH INTERCHANGE LANDSCAPIN	12/26/2013	47-40-730 CAP OUTLAY-SOUTH INTERCHANGE	6,142.70	
Total HORROCKS ENGINEERS:				6,142.70	
IMAGE PRO					
66731	433-ADVERTISING	12/17/2013	10-84-220 ADVERTISING	446.47	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
Total IMAGE PRO:				446.47	
INFOWEST					
1460823	14952-INTERNET SERVICE	01/01/2014	53-56-280 TELEPHONE	72.20	
1462803	14952-INTERNET SERVICE	01/01/2014	24-40-270 UTILITIES	50.95	
1463255	14952-INTERNET SERVICE	01/01/2014	10-41-281 INTERNET	412.50	
Total INFOWEST:				535.65	
INTERMOUNTAIN FARMERS					
1003211498	SUPPLIES	12/16/2013	53-56-252 EQUIPMENT MAINTENANCE	83.94	
1003212213	TRUCK WEIGHING	12/16/2013	55-40-610 SUNDRY	5.00	
Total INTERMOUNTAIN FARMERS:				88.94	
IRON COUNTY EMERGENCY SRVCS					
1302	REVERSE 911 SYSTEM CONTRIBUTIO	12/01/2013	10-41-312 REVERSE 911 SERVICES	5,933.72	
Total IRON COUNTY EMERGENCY SRVCS:				5,933.72	
IRON COUNTY HOME BLDRS ASSOC					
3653	ANNUAL DUES	12/02/2013	10-53-645 CITY IMAGE CAMPAIGN	450.00	
Total IRON COUNTY HOME BLDRS ASSOC:				450.00	
IRON COUNTY RECORDER					
1313	DOCUMENT RECORDING	12/13/2013	10-81-240 OFFICE SUPPLIES & EXPENSE	82.00	
Total IRON COUNTY RECORDER:				82.00	
JACKSON PLUMBING					
13892	REPAIR RESTROOM LEAK	11/26/2013	24-40-262 BUILDING & GROUND MAINTENANCE	197.00	
Total JACKSON PLUMBING:				197.00	
JENKINS OIL COMPANY					
0439635	403-GAS & OIL	12/13/2013	10-79-251 GAS & OIL	2,724.60	
0455812	403-GAS & OIL	12/20/2013	10-79-251 GAS & OIL	1,852.30	
Total JENKINS OIL COMPANY:				4,576.90	
LEXISNEXIS					
1311121828	119TRN-ONLINE & RELATED CHARGE	11/30/2013	10-44-210 SUBSCRIPTIONS & MEMBERSHIPS	246.00	
Total LEXISNEXIS:				246.00	
LYLE SIGNS, INC					
1144164	SIGNS	12/02/2013	10-78-930 INVENTORY	768.03	
Total LYLE SIGNS, INC:				768.03	
M.S. CONCRETE					
39392	TIRES	12/30/2013	10-73-252 EQUIPMENT MAINTENANCE	516.84	
Total M.S. CONCRETE:				516.84	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date
MEGA PRO SCREENPRINTING					
4192	5173-RECREATION SHIRTS	11/20/2013	10-84-480 SPECIAL DEPARTMENT SUPPLIES	246.00	
4420	5173-LEISURE SERVICE PROGRAMS	12/05/2013	10-84-480 SPECIAL DEPARTMENT SUPPLIES	286.00	
Total MEGA PRO SCREENPRINTING:				532.00	
MELANIE LATHIM-CUSTOM FIT DSGN					
101951	ALTERATIONS	12/31/2013	10-70-700 CAP OUTLAY-NONCAPITAL ASSETS	216.00	
101951	ALTERATIONS	12/31/2013	10-70-620 UNIFORM PURCHASE	52.50	
Total MELANIE LATHIM-CUSTOM FIT DSGN:				268.50	
MICROMARKETING LLC ATTN: AR					
507912	15980-YOUNG ADULT BOOKS	12/11/2013	10-87-482 BOOKS-YOUNG ADULT	34.18	
507913	15980-GENERAL COLLECTION	12/11/2013	10-87-481 BOOKS-GENERAL COLLECTION	40.50	
508344	15980-GENERAL COLLECTION	12/12/2013	10-87-481 BOOKS-GENERAL COLLECTION	25.00	
508615	15980-GENERAL COLLECTION	12/12/2013	10-87-481 BOOKS-GENERAL COLLECTION	86.98	
508771	15980-YOUNG ADULT BOOKS	12/13/2013	10-87-482 BOOKS-YOUNG ADULT	20.50	
Total MICROMARKETING LLC ATTN: AR:				207.16	
MOSDELL SANITATION INC.					
JAN 2014-AQUATI	1077-GARBAGE DISPOSAL	12/31/2013	20-40-262 BUILDING & GROUND MAINTENANCE	90.00	
JAN 2014-CEM	1077-GARBAGE DISPOSAL	12/31/2013	10-83-262 BUILDING & GROUND MAINTENANCE	201.98	
Total MOSDELL SANITATION INC.:				291.98	
MOUNTAIN WEST COMPUTERS					
38864	COMPUTER	12/20/2013	20-40-480 SPECIAL DEPARTMENT SUPPLIES	949.00	
38897	PRINTER	12/23/2013	10-70-246 COMPUTER SUPPLIES	716.00	
38967	HOSTING EXCHANGE	12/31/2013	10-41-240 OFFICE SUPPLIES & EXPENSE	45.00	
38989	LAPTOPS & CAR CHARGERS	01/02/2014	10-70-246 COMPUTER SUPPLIES	2,900.00	
Total MOUNTAIN WEST COMPUTERS:				4,610.00	
NATIONWIDE SHELVING					
9141	SHELVING	12/02/2013	10-87-252 EQUIPMENT MAINTENANCE	350.00	
Total NATIONWIDE SHELVING:				350.00	
NEOPOST USA INC.					
51144858	POSTAGE MACHINE WARRANTY & M	12/02/2013	10-41-240 OFFICE SUPPLIES & EXPENSE	349.50	
Total NEOPOST USA INC.:				349.50	
NORTH AMERICAN ENVELOPE & PRINTING					
18169	LETTERHEAD	12/16/2013	10-41-240 OFFICE SUPPLIES & EXPENSE	345.00	
Total NORTH AMERICAN ENVELOPE & PRINTING:				345.00	
NUCO2					
40546006	CHEMICALS	12/16/2013	20-40-254 CHEMICALS	327.13	
40582889	CHEMICALS	12/20/2013	20-40-254 CHEMICALS	261.63	
40607393	CHEMICALS	12/27/2013	20-40-254 CHEMICALS	327.13	
Total NUCO2:				915.89	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
PENWORTHY COMPANY					
557572	54400020-1 CHILDRENS BOOKS	12/12/2013	10-87-483 BOOKS-CHILDREN	152.60	
Total PENWORTHY COMPANY:				152.60	
PROVIDENCE CLEANERS					
DEC 2013	DRY CLEANING	12/31/2013	10-70-451 UNIFORM MAINTENANCE	383.09	
Total PROVIDENCE CLEANERS:				383.09	
QUESTAR GAS					
DEC 2013	NTRL GAS- DEC 2013	12/13/2013	10-42-270 UTILITIES	1,035.06	01/02/2014
DEC 2013	NTRL GAS- DEC 2013	12/13/2013	10-73-270 UTILITIES	708.42	01/02/2014
DEC 2013	NTRL GAS- DEC 2013	12/13/2013	10-87-270 UTILITIES	1,252.37	01/02/2014
DEC 2013	NTRL GAS- DEC 2013	12/13/2013	10-92-270 UTILITIES	2,787.39	01/02/2014
DEC 2013	NTRL GAS- DEC 2013	12/13/2013	28-40-270 UTILITIES	434.78	01/02/2014
DEC 2013	NTRL GAS- DEC 2013	12/13/2013	52-55-270 UTILITIES	26.77	01/02/2014
DEC 2013	NTRL GAS- DEC 2013	12/13/2013	53-56-270 UTILITIES	5,893.63	01/02/2014
DEC 2013	NTRL GAS- DEC 2013	12/13/2013	10-73-270 UTILITIES	214.21	01/02/2014
DEC 2013	NTRL GAS- DEC 2013	12/13/2013	10-76-270 UTILITIES	160.61	01/02/2014
DEC 2013	NTRL GAS- DEC 2013	12/13/2013	10-90-270 UTILITIES	66.10	01/02/2014
DEC 2013	NTRL GAS- DEC 2013	12/13/2013	20-40-270 UTILITIES	11,986.66	01/02/2014
DEC 2013	NTRL GAS- DEC 2013	12/13/2013	22-40-270 UTILITIES	553.46	01/02/2014
DEC 2013	NTRL GAS- DEC 2013	12/13/2013	24-40-270 UTILITIES	1,071.90	01/02/2014
DEC 2013	NTRL GAS- DEC 2013	12/13/2013	52-55-270 UTILITIES	24.35	01/02/2014
DEC 2013	NTRL GAS- DEC 2013	12/13/2013	61-40-270 UTILITIES	840.80	01/02/2014
Total QUESTAR GAS:				27,056.51	
R-57 ELECTRIC					
1011	REPLACE TIMERS	11/15/2013	10-53-671 MAIN STREET DECORATION SUPPORT	170.60	
1021	CHRISTMAS LIGHTS	11/29/2013	10-53-671 MAIN STREET DECORATION SUPPORT	634.68	
1030	WELL HEATERS	12/13/2013	51-40-262 MAINTENANCE-WELL HOUSES	518.56	
1034	ELECTRICAL WORK	12/20/2013	51-40-255 WATER SYSTEM MAINTENANCE	65.00	
1037	ELECTRICAL WORK	01/02/2014	20-40-262 BUILDING & GROUND MAINTENANCE	65.00	
1038	HEATERS-ENOCH #1	01/02/2014	51-40-262 MAINTENANCE-WELL HOUSES	504.77	
Total R-57 ELECTRIC:				1,958.61	
RECORDED BOOKS, LLC					
74851885	1501705-GENERAL COLLECTION BOO	12/19/2013	10-87-481 BOOKS-GENERAL COLLECTION	154.80	
74853609	1501705-GENERAL COLLECTION BOO	12/20/2013	10-87-481 BOOKS-GENERAL COLLECTION	129.20	
74854840	1501705-GENERAL COLLECTION BOO	12/20/2013	10-87-481 BOOKS-GENERAL COLLECTION	100.23	
74855951	1501705-GENERAL COLLECTION BOO	12/27/2013	10-87-481 BOOKS-GENERAL COLLECTION	1,058.64	
Total RECORDED BOOKS, LLC:				1,442.87	
RED CEDAR ROCK & LANDSCAPE					
16948	LANDSCAPE ROCK	11/21/2013	41-40-790 CAP OUTLAY-RAP TAX	60.00	
Total RED CEDAR ROCK & LANDSCAPE:				60.00	
REDMOND MINERALS, INC					
222612	ROAD SALTS	12/17/2013	10-79-267 MAINTENANCE-SNOW REMOVAL	992.86	
Total REDMOND MINERALS, INC:				992.86	

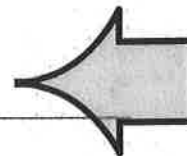
Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date
RMT EQUIPMENT					
Q80366	MISC EQUIPMENT MAINTENANCE	12/16/2013	10-83-252 EQUIPMENT MAINTENANCE	491.55	
Q80412	MISC EQUIPMENT MAINTENANCE	12/17/2013	10-83-252 EQUIPMENT MAINTENANCE	81.82	
Q80560	MISC EQUIPMENT MAINTENANCE	12/23/2013	10-83-252 EQUIPMENT MAINTENANCE	48.20	
Total RMT EQUIPMENT:				621.57	
ROBISON RENTALS, INC.					
99023	5862950-EQUIPMENT RENTAL	11/19/2013	10-53-671 MAIN STREET DECORATION SUPPORT	220.00	
Total ROBISON RENTALS, INC.:				220.00	
ROSS EQUIPMENT CO., INC.					
00099417	003017-FACE PIECE (19)	12/24/2013	10-73-942 FED GRANT-SAFER	4,789.14	
Total ROSS EQUIPMENT CO., INC.:				4,789.14	
ROYCE INDUSTRIES					
LAS065060	POWER STEAM CAR WASH SOAP	12/11/2013	22-40-252 EQUIPMENT MAINTENANCE	415.03	
Total ROYCE INDUSTRIES:				415.03	
RURAL WATER ASSOC OF UTAH					
010614	CONFERENCE REG & CERT CLASS	01/06/2014	52-55-230 TRAVEL & TRAINING	550.00	
Total RURAL WATER ASSOC OF UTAH:				550.00	
SCHLINDLER ELEVATOR CORPORATION					
9170038160	ELEVATOR SERVICE	10/31/2013	24-40-262 BUILDING & GROUND MAINTENANCE	90.00	
9170038160	ELEVATOR SERVICE	10/31/2013	10-42-262 BUILDING & GROUND MAINTENANCE	90.00	
9170038160	ELEVATOR SERVICE	10/31/2013	56-41-262 BUILDING & GROUND MAINTENANCE	180.00	
9170038160	ELEVATOR SERVICE	10/31/2013	10-92-262 BUILDING & GROUND MAINTENANCE	270.00	
9170038160	ELEVATOR SERVICE	10/31/2013	20-40-262 BUILDING & GROUND MAINTENANCE	90.00	
9170038412	ELEVATOR SERVICE	11/30/2013	10-42-262 BUILDING & GROUND MAINTENANCE	90.00	
9170038412	ELEVATOR SERVICE	11/30/2013	56-41-262 BUILDING & GROUND MAINTENANCE	180.00	
9170038412	ELEVATOR SERVICE	11/30/2013	10-92-262 BUILDING & GROUND MAINTENANCE	270.00	
9170038412	ELEVATOR SERVICE	11/30/2013	20-40-262 BUILDING & GROUND MAINTENANCE	90.00	
9170038412	ELEVATOR SERVICE	11/30/2013	24-40-262 BUILDING & GROUND MAINTENANCE	90.00	
Total SCHLINDLER ELEVATOR CORPORATION:				1,440.00	
SCHOLZEN PRODUCTS COMPANY					
853525	100592-MISCELLANEOUS SUPPLIES	12/12/2013	51-40-255 WATER SYSTEM MAINTENANCE	214.56	
855226	100592-MISCELLANEOUS SUPPLIES	12/20/2013	51-40-255 WATER SYSTEM MAINTENANCE	1,261.26	
855280	100592-MISCELLANEOUS SUPPLIES	12/20/2013	51-40-255 WATER SYSTEM MAINTENANCE	431.34	
855382	100592-MISCELLANEOUS SUPPLIES	12/23/2013	51-40-255 WATER SYSTEM MAINTENANCE	300.00	
856596	100592-MISCELLANEOUS SUPPLIES	01/02/2014	51-40-255 WATER SYSTEM MAINTENANCE	2,360.01	
G09434	100592-MISCELLANEOUS SUPPLIES	12/23/2013	51-40-255 WATER SYSTEM MAINTENANCE	71.20	
Total SCHOLZEN PRODUCTS COMPANY:				4,638.37	
SELECT HEALTH					
JAN 2014	HEALTH INSURANCE	12/30/2013	10-41-132 EMPLOYEE INSURANCE	5,773.00	
JAN 2014	HEALTH INSURANCE	12/30/2013	10-42-132 EMPLOYEE INSURANCE	97.69	
JAN 2014	HEALTH INSURANCE	12/30/2013	10-44-132 EMPLOYEE INSURANCE	4,737.75	
JAN 2014	HEALTH INSURANCE	12/30/2013	10-90-132 EMPLOYEE INSURANCE	2,173.50	
JAN 2014	HEALTH INSURANCE	12/30/2013	10-70-132 EMPLOYEE INSURANCE	40,526.45	
JAN 2014	HEALTH INSURANCE	12/30/2013	10-73-132 EMPLOYEE INSURANCE	12,457.00	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
JAN 2014	HEALTH INSURANCE	12/30/2013	10-75-132 EMPLOYEE INSURANCE	2,173.50	
JAN 2014	HEALTH INSURANCE	12/30/2013	10-76-132 EMPLOYEE INSURANCE	1,589.50	
JAN 2014	HEALTH INSURANCE	12/30/2013	10-77-132 EMPLOYEE INSURANCE	1,954.25	
JAN 2014	HEALTH INSURANCE	12/30/2013	10-78-132 EMPLOYEE INSURANCE	6,228.50	
JAN 2014	HEALTH INSURANCE	12/30/2013	10-79-132 EMPLOYEE INSURANCE	8,503.70	
JAN 2014	HEALTH INSURANCE	12/30/2013	10-81-132 EMPLOYEE INSURANCE	4,849.75	
JAN 2014	HEALTH INSURANCE	12/30/2013	10-83-132 EMPLOYEE INSURANCE	5,644.50	
JAN 2014	HEALTH INSURANCE	12/30/2013	10-84-132 EMPLOYEE INSURANCE	3,359.00	
JAN 2014	HEALTH INSURANCE	12/30/2013	10-87-132 EMPLOYEE INSURANCE	1,868.25	
JAN 2014	HEALTH INSURANCE	12/30/2013	10-90-132 EMPLOYEE INSURANCE	794.75	
JAN 2014	HEALTH INSURANCE	12/30/2013	10-92-132 EMPLOYEE INSURANCE	1,086.75	
JAN 2014	HEALTH INSURANCE	12/30/2013	20-40-132 EMPLOYEE INSURANCE	1,379.81	
JAN 2014	HEALTH INSURANCE	12/30/2013	24-40-132 EMPLOYEE INSURANCE	86.30	
JAN 2014	HEALTH INSURANCE	12/30/2013	28-40-132 EMPLOYEE INSURANCE	4,052.05	
JAN 2014	HEALTH INSURANCE	12/30/2013	51-40-132 EMPLOYEE INSURANCE	9,686.25	
JAN 2014	HEALTH INSURANCE	12/30/2013	52-55-132 EMPLOYEE INSURANCE	4,347.00	
JAN 2014	HEALTH INSURANCE	12/30/2013	53-56-132 EMPLOYEE INSURANCE	3,765.95	
JAN 2014	HEALTH INSURANCE	12/30/2013	54-40-132 EMPLOYEE INSURANCE	390.75	
JAN 2014	HEALTH INSURANCE	12/30/2013	55-40-132 EMPLOYEE INSURANCE	2,384.25	
JAN 2014	HEALTH INSURANCE	12/30/2013	10-13112 RECEIVABLE-INSURANCE	748.50	
Total SELECT HEALTH:				130,658.70	
SHARKY LLC					
3812	CHEMICALS	12/24/2013	20-40-254 CHEMICALS	457.50	
3823	CHEMICALS	01/03/2014	20-40-254 CHEMICALS	416.58	
Total SHARKY LLC:				874.08	
SOUTH CENTRAL COMMUNICATIONS					
JAN 2014	INTERNET SERVICE	01/01/2014	10-41-281 INTERNET	65.50	
JAN 2014	INTERNET SERVICE	01/01/2014	10-76-270 UTILITIES	29.95	
JAN 2014	INTERNET SERVICE	01/01/2014	10-73-270 UTILITIES	49.95	
JAN 2014	INTERNET SERVICE	01/01/2014	10-92-240 OFFICE SUPPLIES & EXPENSE	32.00	
Total SOUTH CENTRAL COMMUNICATIONS:				177.40	
SOUTHWEST PUBLISHING					
6087	IRON COUNTY TODAY AD	11/29/2013	10-53-645 CITY IMAGE CAMPAIGN	250.00	
Total SOUTHWEST PUBLISHING:				250.00	
SPECTRUM					
0000151779	06100014 000-STORYBOOK CAVALCA	12/18/2013	10-53-645 CITY IMAGE CAMPAIGN	250.00	
2000022386	06100014 000-L9086 NOT OF ORD	12/16/2013	10-41-220 PUBLIC NOTICES	55.59	
2000022767	06100014 000-L9113 MEETING SCH	12/19/2013	10-41-220 PUBLIC NOTICES	155.82	
2000022768	06100014 000-L9114 MEETING SCH	12/19/2013	10-41-220 PUBLIC NOTICES	51.96	
2000022769	06100014 000-L9115 MEETING SCH	12/19/2013	10-41-220 PUBLIC NOTICES	28.69	
2000022936	06100014 000-L9140 BOA	12/20/2013	10-41-220 PUBLIC NOTICES	75.21	
Total SPECTRUM:				617.27	
STAKER PARSON COMPANIES					
3410414	260116-ASPHALT	10/22/2013	10-79-263 MAINTENANCE-STREETS	648.90	
3441836	260116-SLURRY/ASPHALT/BASE	12/12/2013	51-40-255 WATER SYSTEM MAINTENANCE	310.00	
Total STAKER PARSON COMPANIES:				958.90	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date
SUNROC CORPORATION					
40231770	CEDCI-SLURRY/ASPHALT/BASE	12/11/2013	51-40-255 WATER SYSTEM MAINTENANCE	330.00	
40233145	CEDCI-SLURRY/ASPHALT/BASE	12/23/2013	51-40-255 WATER SYSTEM MAINTENANCE	220.00	
Total SUNROC CORPORATION:				550.00	
SUU ACCOUNTS RECEIVABLE					
S0025566	WATER LAB TESTING	12/13/2013	51-40-255 WATER SYSTEM MAINTENANCE	300.00	
Total SUU ACCOUNTS RECEIVABLE:				300.00	
SYSCO LAS VEGAS INC.					
311080581 3	CONCESSIONS MERCHANDISE	11/08/2013	20-40-482 MERCHANDISE-CONCESSIONS	168.30	
312030048 2	CONCESSION MERCHANDISE	12/03/2013	20-40-482 MERCHANDISE-CONCESSIONS	1,027.99	
312060569 0	CONCESSION MERCHANDISE	12/06/2013	20-40-482 MERCHANDISE-CONCESSIONS	140.64	
312270550 6	CONCESSION MERCHANDISE	12/27/2013	20-40-482 MERCHANDISE-CONCESSIONS	1,428.88	
401030506 0	CONCESSION MERCHANDISE	01/03/2014	20-40-482 MERCHANDISE-CONCESSIONS	632.76	
401070060 9	CONCESSION MERCHANDISE	01/07/2014	20-40-482 MERCHANDISE-CONCESSIONS	515.76	
Total SYSCO LAS VEGAS INC.:				3,914.33	
TACTEC					
13264	RADIO SERVICE	12/16/2013	22-40-270 UTILITIES	120.00	
13280	COMPLETE RADIO INSTALL IN VEHIC	12/13/2013	10-70-741 CAP OUTLAY-VEHICLES	2,786.80	
13289	RADIO SERVICE	12/31/2013	22-40-270 UTILITIES	120.00	
Total TACTEC:				3,026.80	
THE TIRE AND AUTO CENTER					
13916	TIRES	12/13/2013	10-78-930 INVENTORY	672.64	
Total THE TIRE AND AUTO CENTER:				672.64	
TURN SECURE SHREDDING					
0720	SHREDDING	12/12/2013	10-41-240 OFFICE SUPPLIES & EXPENSE	35.00	
Total TURN SECURE SHREDDING:				35.00	
TYTAN SECURITY					
JAN 2014	FIRE MONITORING	12/28/2013	20-40-280 TELEPHONE	29.99	
JAN 2014 AQUATIC	FIRE MONITORING	12/28/2013	20-40-280 TELEPHONE	24.99	
Total TYTAN SECURITY:				54.98	
UNIFIRST CORPORATION					
352 0322074	UNIFORM SERVICE	12/18/2013	10-78-451 UNIFORM SERVICE	79.76	
352 0322198	UNIFORM SERVICES	12/20/2013	53-56-451 UNIFORM SERVICE	38.34	
352 0322198	MATS & MOPS	12/20/2013	53-56-262 BUILDING & GROUND MAINTENANCE	.81	
352 0322565	UNIFORM SERVICE	12/25/2013	10-78-451 UNIFORM SERVICE	102.94	
352 0322694	UNIFORM SERVICES	12/27/2013	53-56-451 UNIFORM SERVICE	38.34	
352 0322694	MATS & MOPS	12/27/2013	53-56-262 BUILDING & GROUND MAINTENANCE	21.56	
352 0323009	RUG CLEANING	01/01/2014	61-40-262 BUILDING & GROUND MAINTENANCE	24.90	
352 0323048	UNIFORM SERVICE	01/01/2014	10-78-451 UNIFORM SERVICE	88.94	
352 0323167	UNIFORM SERVICES	01/03/2014	53-56-451 UNIFORM SERVICE	38.34	
352 0323167	MATS & MOPS	01/03/2014	53-56-262 BUILDING & GROUND MAINTENANCE	.81	
Total UNIFIRST CORPORATION:				434.74	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
UPPER CASE PRINTING, INK.					
7666	NEWSLETTERS	12/05/2013	10-41-221 NEWSLETTER	493.73	
Total UPPER CASE PRINTING, INK.:				493.73	
UTAH LOCAL GOVERNMENTS TRUST					
1471631	1057.0 WKRS COMP	12/12/2013	10-41-134 WORKERS COMPENSATION	307.50	
1471631	1057.0 WKRS COMP	12/12/2013	10-42-134 WORKERS COMPENSATION	21.88	
1471631	1057.0 WKRS COMP	12/12/2013	10-44-134 WORKERS COMPENSATION	230.32	
1471631	1057.0 WKRS COMP	12/12/2013	10-60-134 WORKERS COMPENSATION	99.66	
1471631	1057.0 WKRS COMP	12/12/2013	10-70-134 WORKERS COMPENSATION	2,462.43	
1471631	1057.0 WKRS COMP	12/12/2013	10-73-134 WORKERS COMPENSATION	852.01	
1471631	1057.0 WKRS COMP	12/12/2013	10-75-134 WORKERS COMPENSATION	148.89	
1471631	1057.0 WKRS COMP	12/12/2013	10-76-134 WORKERS COMPENSATION	130.66	
1471631	1057.0 WKRS COMP	12/12/2013	10-77-134 WORKERS COMPENSATION	105.13	
1471631	1057.0 WKRS COMP	12/12/2013	10-78-134 WORKERS COMPENSATION	304.46	
1471631	1057.0 WKRS COMP	12/12/2013	10-79-134 WORKERS COMPENSATION	437.54	
1471631	1057.0 WKRS COMP	12/12/2013	10-81-134 WORKERS COMPENSATION	483.13	
1471631	1057.0 WKRS COMP	12/12/2013	10-83-134 WORKERS COMPENSATION	419.93	
1471631	1057.0 WKRS COMP	12/12/2013	10-84-134 WORKERS COMPENSATION	154.36	
1471631	1057.0 WKRS COMP	12/12/2013	10-87-134 WORKERS COMPENSATION	26.13	
1471631	1057.0 WKRS COMP	12/12/2013	10-90-134 WORKERS COMPENSATION	64.42	
1471631	1057.0 WKRS COMP	12/12/2013	10-92-134 WORKERS COMPENSATION	127.62	
1471631	1057.0 WKRS COMP	12/12/2013	20-40-134 WORKERS COMPENSATION	119.72	
1471631	1057.0 WKRS COMP	12/12/2013	22-40-134 WORKERS COMPENSATION	3.04	
1471631	1057.0 WKRS COMP	12/12/2013	24-40-134 WORKERS COMPENSATION	121.54	
1471631	1057.0 WKRS COMP	12/12/2013	28-40-134 WORKERS COMPENSATION	191.43	
1471631	1057.0 WKRS COMP	12/12/2013	51-40-134 WORKERS COMPENSATION	773.00	
1471631	1057.0 WKRS COMP	12/12/2013	52-55-134 WORKERS COMPENSATION	235.79	
1471631	1057.0 WKRS COMP	12/12/2013	53-56-134 WORKERS COMPENSATION	473.40	
1471631	1057.0 WKRS COMP	12/12/2013	54-40-134 WORKERS COMPENSATION	127.01	
1471631	1057.0 WKRS COMP	12/12/2013	55-40-134 WORKERS COMPENSATION	400.48	
1471631	1057.0 WKRS COMP	12/12/2013	61-40-134 WORKERS COMPENSATION	12.40	
Total UTAH LOCAL GOVERNMENTS TRUST:				8,833.88	
VERACITY NETWORKS					
2045438	LONG DISTANCE	12/25/2013	10-41-280 TELEPHONE	9.78	
2045438	LONG DISTANCE	12/25/2013	10-44-280 TELEPHONE	4.23	
2045438	LONG DISTANCE	12/25/2013	10-60-280 TELEPHONE	2.24	
2045438	LONG DISTANCE	12/25/2013	10-70-280 TELEPHONE	29.72	
2045438	LONG DISTANCE	12/25/2013	10-73-280 TELEPHONE	1.85	
2045438	LONG DISTANCE	12/25/2013	10-75-280 TELEPHONE	1.03	
2045438	LONG DISTANCE	12/25/2013	10-76-280 TELEPHONE	2.31	
2045438	LONG DISTANCE	12/25/2013	10-77-280 TELEPHONE	.93	
2045438	LONG DISTANCE	12/25/2013	10-78-280 TELEPHONE	2.91	
2045438	LONG DISTANCE	12/25/2013	10-79-280 TELEPHONE	.40	
2045438	LONG DISTANCE	12/25/2013	10-81-280 TELEPHONE	4.24	
2045438	LONG DISTANCE	12/25/2013	10-83-280 TELEPHONE	1.32	
2045438	LONG DISTANCE	12/25/2013	10-84-280 TELEPHONE	.46	
2045438	LONG DISTANCE	12/25/2013	10-87-280 TELEPHONE	12.69	
2045438	LONG DISTANCE	12/25/2013	10-90-280 TELEPHONE	.63	
2045438	LONG DISTANCE	12/25/2013	10-92-280 TELEPHONE	3.29	
2045438	LONG DISTANCE	12/25/2013	20-40-280 TELEPHONE	4.73	
2045438	LONG DISTANCE	12/25/2013	22-40-280 TELEPHONE	3.12	
2045438	LONG DISTANCE	12/25/2013	24-40-280 TELEPHONE	.81	
2045438	LONG DISTANCE	12/25/2013	28-40-280 TELEPHONE	.27	
2045438	LONG DISTANCE	12/25/2013	51-40-280 TELEPHONE	2.55	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date
2045438	LONG DISTANCE	12/25/2013	53-56-280 TELEPHONE	3.92	
Total VERACITY NETWORKS:				93.43	
VERIZON WIRELESS					
9716773001	DATA CARDS	12/16/2013	10-70-312 COMPUTER & TECH CONTRACTS	1,360.54	
9716773001	CELL PHONES	12/16/2013	10-60-280 TELEPHONE	53.58	
9716773001	CELL PHONES	12/16/2013	10-70-280 TELEPHONE	187.70	
9716773001	CELL PHONES	12/16/2013	10-73-280 TELEPHONE	33.53	
9716773001	CELL PHONES	12/16/2013	10-75-280 TELEPHONE	88.55	
9716773001	CELL PHONES	12/16/2013	10-76-310 PROF & TECH SERVICES	80.02	
9716773001	CELL PHONES	12/16/2013	10-78-280 TELEPHONE	65.55	
9716773001	CELL PHONES	12/16/2013	10-78-480 SPECIAL DEPARTMENT SUPPLIES	137.48	
9716773001	CELL PHONES	12/16/2013	10-79-280 TELEPHONE	247.21	
9716773001	CELL PHONES	12/16/2013	10-79-410 SPECIAL DEPARTMENT SUPPLIES	274.96	
9716773001	CELL PHONES	12/16/2013	10-81-280 TELEPHONE	33.53	
9716773001	CELL PHONES	12/16/2013	10-83-280 TELEPHONE	201.18	
9716773001	CELL PHONES	12/16/2013	51-40-280 TELEPHONE	311.69	
9716773001	CELL PHONES	12/16/2013	52-55-280 TELEPHONE	132.51	
9716773001	CELL PHONES	12/16/2013	53-56-280 TELEPHONE	33.55	
9716773001	CELL PHONES	12/16/2013	54-40-280 TELEPHONE	33.53	
9716773002	CELL PHONES	12/16/2013	76-40-210 EQUIPMENT, SUPPLIES, OPERATING	246.08	
Total VERIZON WIRELESS:				3,521.19	
WARNER TRUCK CENTER					
933774	17953-OUTRIGGER JACK	12/10/2013	10-73-252 EQUIPMENT MAINTENANCE	3,075.82	
Total WARNER TRUCK CENTER:				3,075.82	
WASHINGTON COUNTY SOLID WASTE					
4234	RECYCLING PROGRAM	12/31/2013	55-40-641 RECYCLING PROGRAM	1,600.00	
Total WASHINGTON COUNTY SOLID WASTE:				1,600.00	
WAXIE SANITARY SUPPLY					
74218396	JANITORIAL SUPPLIES	12/11/2013	10-87-261 JANITORIAL SUPPLIES	72.52	
74289556	JANITORIAL SUPPLIES	11/27/2013	10-87-261 JANITORIAL SUPPLIES	(193.08)	
74296742	JANITORIAL SUPPLIES	11/27/2013	10-87-261 JANITORIAL SUPPLIES175.36		
74304915	JANITORIAL SUPPLIES	12/04/2013	10-87-261 JANITORIAL SUPPLIES	.00	
Total WAXIE SANITARY SUPPLY:				54.80	
WES TECH ENGINEERING					
50126	WIPERS	12/11/2013	53-56-252 EQUIPMENT MAINTENANCE	619.00	
Total WES TECH ENGINEERING:				619.00	
WINKEL DISTRIBUTING					
032046	CONCESSIONS MERCHANDISE	01/03/2014	20-40-482 MERCHANDISE-CONCESSIONS	311.80	
Total WINKEL DISTRIBUTING:				311.80	
Grand Totals:				690,519.73	



CEDAR CITY CORPORATION**RESOLUTION NO. _____****A RESOLUTION PROVIDING FOR THE REVISION OF THE
CITY'S FISCAL YEAR 2013-2014 BUDGET.**

WHEREAS, a revised budget has been presented and reviewed by the City Council of Cedar City, Utah, pursuant to law for the 2013-2014 budget year; and

WHEREAS, the City Council of Cedar City, Utah, conducted a public hearing and received comments relative to the proposed revised budget on January 15, 2014; and

WHEREAS, it is necessary that the Cedar City Council adopt a revised budget for Cedar City Corporation for fiscal year 2013-2014 for the operation of said City;

NOW THEREFORE BE IT RESOLVED, by the City Council, of Cedar City, State of Utah, that its fiscal year 2013-2014 budget is hereby revised to increase Cedar Canyon Tank Replacement Project budget (Account #51-40-722) by eight hundred and fifty thousand dollars (\$850,000.00). Six hundred and sixty thousand dollars (\$660,000.00) of the increased funds for the Cedar Canyon Tank Replacement Project will be budgeted from the Water Division Fund Balance. One hundred and ninety thousand dollars (\$190,000.00) of the increased funds for the Cedar Canyon Tank Replacement Project will be budgeted from Water Impact Fees. These revisions to the Cedar City budget are incorporated into the fiscal year 2013-2014 budget.

This resolution is considered with full knowledge of any and all disclosures as required by the laws of the State of Utah concerning any actual or potential conflicts of interest.

This resolution, Cedar City Resolution No. _____, shall take effect on the immediately upon passage. This resolution was made, voted, and passed by the Cedar City Council at its regular meeting on this 13th day of January, 2014.

AYES: _____ NAYS: _____ ABSTAINED: _____

BY: _____
MAILE L. WILSON, MAYOR

[CORPORATE SEAL]
ATTEST:

RENON SAVAGE, CITY RECORDER

CEDAR CITY RESOLUTION NO. _____

A RESOLUTION AMENDING CEDAR CITY'S AIRPORT RULES AND REGULATIONS AND MINIMUM STANDARDS.

WHEREAS, in compliance with FAA rules and regulations and in an effort to establish generally applicable standards for the conduct of business at the Cedar City Regional Airport, Cedar City has established the Cedar City Regional Airport Rules and Regulations and Minimum Standards; and

WHEREAS, with increased helicopter traffic at the Airport it is necessary to establish some basic rules related to helicopter traffic for the Airport; and

WHEREAS, the amendments contained herein have been recommended by the Cedar City Airport Board; and

WHEREAS, the Cedar City Council has considered the proposed amendments and finds that it is in the best interest of the health, safety, and general welfare of the Cedar City Regional Airport to adopt the amendments contained herein.

NOW THEREFORE BE IT RESOLVED, by the City Council of Cedar City, State of Utah, that the amendment to the Cedar City Regional Airport Rules and Regulations and Minimum Standards attached hereto as exhibit #1 are hereby adopted and the underlined language is adopted with the struck through language being deleted. Staff is directed to publish the amended Rules and Regulations and Minimum Standards on the City's web page.

This Resolution, Cedar City Resolution No. _____, shall become effective immediately upon passage by the City Council.

AYES _____ NAYS _____ ABSTAINED _____

Dated this ____ day of _____, 2014.

MAILE L. WILSON
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

EXHIBIT #1

CEDAR CITY RESOLUTION NO. _____

CEDAR CITY REGIONAL AIRPORT CEDAR CITY, UTAH



RULES AND REGULATIONS AND MINIMUM STANDARDS

Amended and Passed
by the City Council
05/09/2012

TABLE OF CONTENTS

INTRODUCTION

CHAPTER I - GENERAL PROVISIONS

- Section 1 Purpose
- Section 2 Definitions

CHAPTER II - RULES AND REGULATIONS

Part 1 **General**

- Section 1 Airport Manager
- Section 2 Public Use
- Section 3 Common Use Areas
- Section 4 Ground Vehicular Traffic & Parking
- Section 5 Pedestrians
- Section 6 Exterior Advertising & Signs
- Section 7 Operators to Keep Rules & Regulations Available
- Section 8 Flagging or Hawking Prohibited
- Section 9 Refuse
- Section 10 Approval of Construction
- Section 11 Waiver of Minimum Standards Provisions
- Section 12 Acts of God

Part 2 **Aircraft Operation**

- Section 1 General
- Section 2 Parked Aircraft
- Section 3 Fire Regulations

Part 3 **Violations**

- Section 1 General

Part 4 **Government Agreements**

- Section 1 War or National Emergency
- Section 2 Leases Subordinate to Government Lease
- Section 3 Minority Business Enterprises

Part 5 **Airport Master Plan / Airport Layout Plan**

- Section 1 FBO/Operator Approval Not Required

Part 6 **Reservation of Rights to Individual Users**

- Section 1 Explanation of Rights and Duties Imposed

CHAPTER III - MINIMUM STANDARDS

- Section 1 Special Events
- Section 2 Glider Operations
- Section 3 Business Activities
- Section 4 Action on Application
- Section 5 Supporting Documents
- Section 6 Airport Leases Non-Transferable
- Section 7 Rates

CHAPTER IV - AIRPORT OPERATORS, LEASES AND CONCESSIONS

- Section 1 Fixed Base Operator
- Section 2 Specialized Aviation Service Operators
- Section 3 Flying Clubs
- Section 4 Independent Flight Instructors
- Section 5 Personal Aircraft Sales & Leases
- Section 6 Specialized Commercial Activities

CHAPTER V - AIRPORT LEASE POLICIES

- Section 1 Lease Term
- Section 2 Lease Rate
- Section 3 Utilities
- Section 4 Facility Maintenance
- Section 5 Construction/Modifications to the Facility

CHAPTER VI – DEVELOPMENT STANDARDS

- Section 1 Purpose
- Section 2 Development Standards
 - Section 2.1 Site Plan Review / Permits
 - Section 2.2 Setbacks
 - Section 2.3 Height Restrictions
 - Section 2.4 Hangar Size
 - Section 2.5 Architecture
- Section 3 Paved Access
- Section 4 Storm Water Systems
- Section 5 Signs
- Section 6 Lighting
- Section 7 Landscape
- Section 8 Sidewalks
- Section 9 Parking

Section 10	Outdoor Storage
Section 11	Utilities
Section 12	Temporary Buildings
Section 13	Snow Removal
Section 14	Refuse
Section 15	Fencing
Section 16	Office and Apartments in Hangars
Section 17	Use of Hangars
Section 18	Construction Standard
Section 19	Clean up and Reclamation

INTRODUCTION

Cedar City Regional Airport (CCRA) is a commercial service aviation facility serving the air transportation needs of the citizens of Cedar City and Iron County, Utah.

The Airport is used by pilots and passengers for personal business and recreational flying activities and also offers as charter and air taxi flights, air freight movement thru Federal Express, United Parcel Service, and film and bank check routing, emergency medical evacuation, crop dusting, and medical transport for patients, blood and transplant organs.

The Airport, aside from offering to the community aviation-related, as well as economic services and benefits, is a symbol of pride for the City of Cedar City and its citizens. It is representative of the City's desire and commitment to move forward and to progress.

The government of the City of Cedar City, representing the people of Cedar City, Utah supports the Airport and its activities and intends to do that which is necessary to ensure its viability in order that it may continue to safely, efficiently, and adequately serve, to the best of its ability, the air transportation needs of all who use it and rely on its services.

These Rules and Regulations and Minimum Standards are developed utilizing FAA Advisory Circular 150/5190-7 guidance.

CHAPTER I

GENERAL PROVISIONS

Section 1 Purpose

These Airport rules and regulations and minimum standards, hereafter referred to as "regulations and standards" are designed to establish the necessary regulations and standards for the management, government and use of the Airport and to ensure the continued viability and safety of the Airport for its users and for the citizens of Cedar City. These regulations and standards are intended to be reasonable, non-arbitrary and non-discriminatory. These regulations and standards apply equally to everyone using the Airport and shall be observed, abided by and obeyed.

These standards do not pertain to scheduled Commercial Air Carrier Operations under Federal Aviation Regulation Part 121, U.S. Government Agencies or to Military Operations.

Section 2 Definitions

The following words and terms shall have the meaning indicated below, unless the context clearly requires otherwise:

- A. *Aeronautical Activity*-Any activity conducted on Airport property that makes the operation of an aircraft possible or that contributes to or is required for the safe operation of aircraft. Examples include, but are not limited to: aircraft charter, flight training, aircraft rental and sightseeing, aerial photography, aerial application, aircraft sales, sale of aviation petroleum products, repair and maintenance of aircraft and sale of aircraft parts.
- B. *Airport Layout Plan*-The currently approved, scaled dimensional layout of the entire Airport property, indicating current proposed usage for each identifiable segment as approved by the Federal Aviation Administration and the Cedar City Regional Airport
- C. *City of Cedar City* - referred to as the "City", means the Cedar City Corp., the fee simple owner of the property that comprises the Cedar City Regional Airport. City includes the designated staff or representatives thereof.
- D. *Commercial Aeronautical Activity*-Any aeronautical activity which involves, makes possible or relates to the operation of aircraft, the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objective(s) is accomplished.
- E. *Entity*-A person, persons, firm, partnership, Limited Liability Company, unincorporated proprietorship, association, group or corporation.

- F. *Fixed Base Operator (FBO)*-A commercial tenant which provides for aircraft services as outlined in Chapter IV.
- G. *Manager*-means the Airport Manager of the Cedar City Regional Airport who is the designated person appointed by the City.
- H. *Board*-Airport Board appointed by the City who has the authority and responsibility to make recommendations to the City Council on all matters of airport development and establishing of policy for the use and operation of the airport.
- I. *Minimum Standards*-Qualifications established by the Cedar City Regional Airport Board as the minimum requirements to be met as a condition for the right to conduct a commercial aeronautical activity on the Airport and or for a land or facility lease.
- J. *Non-Aeronautical Activity*-Any activity conducted on Airport property that does not involve the operation of an aircraft or that contributes to or is required for the safe operation of aircraft.
- K. *Non-Commercial Aeronautical Activity*-Any aeronautical activity which does not involve, makes possible or relates to the operation of aircraft, the purpose of such activity being to secure income, earnings, compensation or profit, whether or not such objective(s) is accomplished.
- L. *Non-Commercial Flying Club*-any combination in which three or more persons are associated (directly or indirectly) as individuals or as any association or legal entity to provide such persons the privilege of piloting club-owned aircraft based on the Airport. The flying club shall be operated on a non-profit basis so that it does not receive greater revenue than the amount necessary for the operation, maintenance, acquisition and replacement of its aircraft. The non-profit status shall be substantiated by documentary proof from the Internal Revenue Service.
- M. *Operator*-Means the entity responsible for the operations of a commercial aeronautical activity.
- N. *Rules and Regulations*-the rules and regulations as may be promulgated and adopted from time to time by the City or Board to protect the public health, safety, interest and welfare of the Cedar City Regional Airport.
- O. *Specialized Aviation Service Operator (SASO)*-A commercial aeronautical activity that provides one or more commercial services as outlined in Chapter IV.

- P. *Cedar City Regional Airport*-referred to as the "Airport", means the property allocated for the operation of the Cedar City Regional Airport in the City of Cedar City, State of Utah, as depicted on the current Airport Layout Plan.
- Q. *UNICOM* refers to the Universal Communications frequency that aircraft use to communicate with service personnel for fuel and parking information.
- R. *CTAF* is the Common Traffic Advisory Frequency that aircraft use to announce intentions and communicate with the Flight Service Station for airport and traffic information.
- S. *GPU* is a Ground Power Unit that provides electrical power to an aircraft when the aircraft is shut down but needs to operate auxiliary onboard equipment.

CHAPTER II

RULES AND REGULATIONS

PART I: GENERAL

Introduction

All aeronautical activities at the Airport, all operation and flying of aircraft at the Airport, and all business and other activities at the Airport, shall be conducted in accordance with these regulations and standards, and all pertinent rules, regulations, orders and rulings of the FAA and the DOA, as appropriate, which are made a part of these regulations and standards by this reference. In the event of any conflict between these regulations and standards and any law, rule, regulation or order of any governmental agency cited in this section exercising the same or similar jurisdiction, the latter shall prevail.

Section 1 Airport Manager

The Airport Manager is authorized to take all reasonable actions necessary to protect and safeguard the public while present at the Airport and to oversee all Airport operations consistent with these regulations and standards, those of the FAA and the laws of the State of Utah. The Airport Manager shall administer these rules, regulations, and standards in a reasonable, impartial and uniform manner so as not to allow discriminatory application thereof.

- a. The Airport Manager will control the Airport's primary UNICOM frequency in strict accordance with applicable FCC regulations.
- b. Complaints pertaining to any activity or service at the Airport, if not accommodated satisfactorily by the Airport Manager, may be registered by writing to the Chairman of the Cedar City Airport Board. The address of the Chairman of the Airport Board shall be available thru the offices of the Cedar City Corp or the Airport Manager.

Section 2 Public Use

The Airport shall be open for public use at all hours, subject to regulations or restrictions due to weather, the conditions of the Airport operational area, and special events and like causes, as may be determined by the City. The Airport is provided by the City for the use, benefit, and enjoyment of all.

Section 3 Common Use Areas

Common use areas include all runways for landing and take-off, taxiways, airport lighting, all apparatus or equipment for disseminating weather and wind information, for radio or other electrical communication, and any other structure, equipment or mechanism having a similar purpose for guiding or controlling flight in the air or the landing and take-off of aircraft. All parallel and connector taxiways shall be common use areas. All taxi-lanes shall be kept clear and available for aircraft traffic. All airplane aprons shall be considered common use areas available for use. All airplanes must be parked in marked/approved parking locations. No vehicles, trailers or equipment will be parked in any common use areas. Usage of the T-hangar taxi-lanes at 2246 and 2252 West Kitty Hawk Drive are for the tenants of the T-hangars. Usage of the taxi-lanes for the facilities located at 1215 and 1305 North Airport Road are for the tenants of these two facilities and are not considered common use areas. Except in emergency situations, no FBO or other Operator or person shall use any common use area for nonstandard purposes without the prior consent or authorization of the City and/or Airport Manager. Common use designations may be changed from time to time by the Airport Manager.

Section 4 Ground Vehicular Traffic and Parking

Normal traffic laws of the State of Utah shall apply to the streets, roads and vehicular parking areas at the Airport, unless otherwise provided by law. Except for fire-fighting equipment, ambulance and emergency vehicles, or official airport vehicles, no person shall take or drive any vehicle on the Airport, other than on established streets, roads and vehicular parking facilities, unless permission has first been obtained from the City and/or Airport Manager. Pilots and their passengers may load and unload their aircraft but may only operate a vehicle on the parking aprons. Vehicles shall not be parked and left unattended on the Airport aircraft movement/parking areas. The speed limit for vehicles operated in aircraft movement areas is 25 mph. Operators of unauthorized vehicles shall be subject to arrest and vehicles towed, if necessary, at owner's expense. Vehicles may be used to tow gliders from their hangar/parking area to the glider operations area and as necessary for flight operations provided they have radios that can transmit and receive on the Common Traffic Advisory Frequency (CTAF) and have prior permission from the Airport Manager and coordination with the flight service station.

Section 5 Pedestrians

For their own protection, all pedestrians and sightseers at the Airport shall remain behind the fenced operational areas unless arriving or departing in an aircraft.

Section 6 **Exterior Advertising and Signs**

No signs or other advertising shall be placed or constructed upon the Airport or within or upon any building or structure or improvements thereon without having first obtained approval from the Airport Manager and/or City Engineer.

Section 7 **Operators to Keep Rules and Regulations Available**

All commercial operators with valid leases to do aeronautical business on the Airport shall keep a current copy of these regulations and standards prominently posted in their place of business and available for viewing to all who enter. It is the responsibility of all owners of aircraft based at the Airport and pilots who regularly use the Airport to be familiar with the contents of this document. The Operators bear the responsibility for compliance and ignorance is not an excuse for violation of any rule, regulation, or minimum standard. Further, it is the responsibility of the City and/or Airport Manager to make available to all operators with valid leases to do aeronautical business on the Airport and all owners of aircraft based at the Airport a current copy of these regulations and standards and to have available an adequate supply for pilots who use the Airport on a regular basis.

Section 8 **"Flagging" and/or "Hawking" is Prohibited**

"Flagging" and/or "Hawking" for the purposes of these regulations is defined as: Any method or means used from any location to attract incoming aircraft for the purposes of selling fuel or providing other services (except the use of fixed signs if approved by the City).

Section 9 **Refuse**

No person shall throw, dump or deposit any waste, refuse or garbage on the Airport. All waste, refuse or garbage shall be placed and kept in closed garbage cans or containers and all operating areas shall be kept in a safe, neat, clean and orderly manner at all times and in such manner as to minimize any hazards. All hazardous waste must be controlled and disposed of in accordance with all State and City Environmental Regulations. At no time will outside storage of oil, fuel, or chemical drums be permitted. No outside storage of any hazardous items is permitted.

Section 10 **Approval of Construction**

No buildings, structures, tie-downs, ramps, paving, taxi areas or any other improvement or addition on the Airport shall be placed or constructed on the Airport, or altered or removed without prior approval of the City. In the event of any construction the City may, at its discretion, require an appropriate bond to guarantee the completion of the construction in accordance with its approval. The City shall consider conformance to the capital improvement plan for the Airport, the Airport Layout Plan and Airport Master Plan prior to the approval or denial of any construction or development at the Airport.

An FAA form 7460-1 must be filed with the Denver Airports District office by the requestor before approval of any construction can be granted.

Section 11 Waiver of Rules and Regulations and Minimum Standards Provisions

The City may, at its discretion, waive all or any portion of these rules and regulations and minimum standards for the benefit of any government, governmental agency, or public service entity performing non-profit public services to the aircraft industry, or performing air search and rescue operations, or performing fire prevention or firefighting operations, but only to the extent permitted by the rules of the FAA and the laws of the State of Utah.

Section 12 Acts of God

Nothing contained in these regulations and standards shall be construed as requiring the City to maintain, repair, restore or replace any structure, improvement or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstances beyond the control of the City.

However, should acts of God occur to the extent that the FBO/Operator is not able to conduct business as usual, all rents and fees due the City shall be temporarily suspended for a reasonable period of time to allow the FBO/Operator to reopen for business at its discretion.

PART II: AIRCRAFT OPERATION

Section 1 General

- a. Every person operating an aircraft shall comply with and operate such aircraft in accordance with these rules and regulations, and all pertinent rules, regulations, orders and rulings of the FAA, and DOA and other appropriate governmental agencies. Every person operating an aircraft is responsible for the safe of operation and for the safety of others exposed to such operation, and therefore shall exercise good operating procedures at all times. Aircraft shall not be operated carelessly or negligently nor in disregard of the rights and safety of others.
- b. The Cedar City Regional Airport is a non-towered airport. All pilots of aircrafts having radio equipment permitting two-way communications should attempt to monitor the Airport CTAF to obtain Airport advisory information prior to entering the Airport traffic pattern. Pilots having radios permitting reception only should maintain a listening watch on the CTAF frequency while in the vicinity of the Airport. It is strongly recommended that all aircraft have transmit/receive capability.

- c. The official FAA traffic pattern chart is made a part of these rules and regulations and every person operating an aircraft is recommended to follow the FAA designated pattern.
- d. All aircraft shall follow the appropriate taxiway and runway guidance marking and lighting when operating on the Airport unless a safe operation on to the turf or other areas can be accomplished without interference with other aircraft. Taxiways are to be used exclusively for the movement of aircraft to and from runways unless a NOTAM has been issued indicating special circumstances or in emergency situations.
- e. In the event the Airport Manager believes the conditions of the Airport are unsafe for landings or takeoffs, it shall be within the managers' authority to issue a NOTAM to close the Airport, or any portion thereof, for a reasonable period of time so that those unsafe conditions may be corrected.
- f. In the event any aircraft is wrecked or damaged to the extent that it cannot be moved under its own power, the Airport Manager shall be immediately notified by the Pilot in Command and/or FBOs. Subject to governmental investigations and inspection of the wreckage, the owner or pilot of the wrecked or damaged aircraft, or the owner's agent or legal representative shall, as soon as reasonably possible, obtain the necessary permission for removal of said aircraft from all landing areas, taxi-lanes, and all other traffic areas, and place or store said aircraft in normal hangar/tie down areas or as approved by the Airport Manager. The Airport Manager shall have the authority to remove the disabled aircraft at the owner's expense if the aircraft is affecting airport operations and the owner is not responding in a timely manner.

Section 2 Parked Aircraft

- a. No person shall park, store, tie-down or leave any aircraft on any area of the Airport other than paved parking aprons that are identified by the Airport Layout Plan. All aircraft parked outside on any airport apron must be fully operational and hold a valid Airworthiness Certificate.
- b. Pilots or owners shall properly secure their aircraft while parked or stored. Pilots are solely responsible for parking and tying down their aircraft, including any special security measures required by weather conditions or other conditions at the Airport. Pilots also shall be responsible within reason for securing aircraft in a manner necessary to avoid damage to other aircraft or buildings at the Airport in the event of winds or other severe weather. The City's obligation, unless otherwise provided for by

any Operator lease agreement, shall be the maintenance of the aircraft parking space, exclusive of tie-down rope and grass surfaces.

- c. All major repairs to aircrafts or engines shall be made in hangars or areas designated for this purpose by the City and/or Airport Manager and not on any part of the landing area, taxi-lanes, ramps, aprons, and fueling/service areas.

Section 3 **Fire Regulations**

The following shall apply, except where either insurance requirements or applicable codes differ, in which case the latter shall prevail.

- a. No aircraft shall be fueled or drained while its engine is running or while in a hangar or other enclosed place. Fueling shall be done in strict accordance with NFPA 407 requirements.
- b. The cleaning of motors or other part of aircraft shall not be carried on in any hangar, except with non-flammable substance. If flammable liquids shall be employed for this purpose, the operation shall be carried on in the open air.
- c. All hangar and shop floors shall be kept clean and free from oil, gas and other flammable substances. No volatile, flammable solvent shall be used for cleaning floors. No rags soiled with flammable substances shall be kept or stored in any building on the airport in such a manner as to create any fire hazard.
- d. No person shall smoke or ignite any matches, flares, lighters or other object which produce an open flame anywhere within a hangar, shop, building or structure in which any aircraft is or may be stored, or in which any gas, oil or flammable substance is stored or within 50 feet of any aircraft or any fueling facility.
- e. All persons using the Airport area or the facilities of the Airport in any way shall exercise the utmost care to guard against fire and injury to persons or property.
- f. Aircraft fueling from drums, small containers or similar items shall be done only in the outdoor designated fueling area and in accordance with NFPA 407 and 14 CFR Part 139.
- g. Fuel services shall be administered either by an authorized attendant using the proper safety equipment or by the aircraft owner (if properly trained per 14 CFR Part 139 and after receiving approval from the airport manager) in the designated area with proper safety precautions.

PART III VIOLATIONS

Section 1 General

Unless provided for elsewhere within this document, in addition to any penalties otherwise provided by City ordinance, law or the Federal Aviation Regulations, and all other rules and regulations of the FAA, any person violating these regulations and standards may be promptly removed or ejected, either temporarily or permanently, from the Airport by the City and/or Airport Manager. The City may hear and decide appeals from the persons so removed in accordance with this chapter. The City shall, in writing, within 14 days of any such removal or ejection, render to the person removed or ejected under this section, a letter to the last known mailing address delineating the specific violation of these regulations and standards which necessitated such removal. The City may hear appeals submitted by any person or persons so removed or ejected, within 10 days of their receipt of such letter from the City.

PART IV GOVERNMENT AGREEMENTS

Section 1 War or National Emergency

During time of war or national emergency, the City shall have the right to lease the Airport, and/or landing area, or any part thereof to the United States Government for military use, and, any license or authority granted under these rules and any lease and agreement executed pursuant hereto shall be subject to such government lease and the provisions of the government lease shall control insofar as they are inconsistent with the said operators agreement, lease or authority.

Section 2 Leases Subordinate to Government Lease

Any license, authority, lease or agreement entered into pursuant to these regulations shall be subject and subordinate to the provisions of any existing or future agreement between the City and the United States, relative to the operation or the maintenance of the Airport, the execution of which has been or may be required as a conditioned precedent to the expenditure of Federal funds for the development of the Airport.

Section 3 Minority Business Enterprises

It is the policy of the City of Cedar City, Utah, to utilize Minority Business Enterprises and Women Business Enterprises in all aspects of contracting. This commitment can be demonstrated by the efforts taken in the development of a MBE Plan and in correspondence within this organization stating such position. The plan will be made available upon request.

The City's goal for leasing operations at the Airport is:

MBE = 10%

WBE = 10%

PART V AIRPORT MASTER PLAN / AIRPORT LAYOUT PLAN

Section 1 FBO Approval Not Required

The City may, without the consent or approval of any FBO or other person licensed to do business or use part of the Airport, make changes in the Master and Layout Plans of the Airport and in its planning and policies in connection with the development of the Airport. However, it is the City's intent to inform FBO(s) and other businesses, tenants, and users of proposed improvements and/or changes to the Airport Master and Layout Plans at the Cedar City Regional Airport and to request and consider any and all comments. A copy of the Airport Master and Layout Plans can be obtained thru the Airport Manager or from the City Offices.

PART VI RESERVATION OF RIGHTS TO INDIVIDUAL USERS

Section 1 Explanation of Rights and Duties Imposed

Notwithstanding anything to the contrary contained herein the following rights, privileges and duties are hereby conferred and imposed upon individual users of the Airport facilities including but not limited to individual pilots, aircraft owners, tie-down and T-hangar renters.

- a. All individual users as defined herein shall meet and maintain all standards for licensing, maintenance, and repair of aircraft established by the Federal Aviation Regulations (FARs), Safety Bulletins, Advisory Circulars and all other Federal and State regulations and standards for licensing, maintenance, and repair of aircraft.
- b. It shall be the duty of all individual users of the Airport to fully inform themselves of and to keep current on all Federal and State aviation regulations and standards and to completely and promptly comply herewith, and also regulations set forth by the City.
- c. Nothing contained herein shall restrict or limit the right of aircraft owners and/or pilots to perform preventive maintenance on their own aircraft which are allowed by the regulations. However, all such repairs and maintenance shall be authorized and conducted strictly in accordance with Federal and State regulations, circulars, airworthiness directives, and requirements and such maintenance and repairs shall be conducted within the area designated for owner maintenance or T-hangars leased by individual users of the Airport or by authorized repair facilities on the field.

- d. All individual users shall comply with the Cedar City Regional Airport Rules and Regulations regarding common use areas and will not allow any maintenance or repair activities or any part thereof to be conducted in said common areas and will comply with all safety and fire regulations in effect at the time.
- e. Facilities on Airport property shall be utilized for aviation related activities only. Hangars/buildings are to be constrained to aircraft storage, maintenance and authorized ground support operational equipment that is determined by the type of aeronautical activity.
- f. Nothing herein shall be construed as restricting the full use and enjoyment of Cedar City Regional Airport by all individual aircraft owners, pilots, renters of the tie-down and T-hangars and all other individuals having a right to be users of the Airport.

CHAPTER III

MINIMUM STANDARDS

Section 1 Special Events

Special events, such as, but not limited to, air shows, air races, skydiving, balloon operations or other similar events or activities requiring the general use of the Airport, other than activities specifically described and allowed herein, shall be held only after formal approval for same has been granted by the City and/or the Airport Manager. The Airport Manager will be notified 48 hours in advance of any Fly-ins planned or promoted by FBOs/Individuals at the Airport. Said approval shall specify the areas of the Airport authorized for such special use, dates and such other terms and conditions as the City may require.

Section 2 Glider Operations

Glider operations shall be conducted in accordance with traffic patterns and safety procedures shall be followed, as approved by the City and/or the Airport Manager, and reviewed by the FAA.

Section 3 Business Activities

Subject to applicable orders, certificates or permits of the FAA, or its successors, Grant Agreements with FAA and the laws of the State of Utah, or unless covered under pre-existing agreement with the City, no person shall use the Airport or any portion thereof or any of its improvements or facilities for commercial, business or profit-making activities who has not first complied with these regulations and standards and obtained the consent and required approval and/or licenses for such activities from the City and entered into such written leases and sub-leases and other agreements prescribed by the City. Notwithstanding any other provision of these regulations and standards and any FBO/Operator lease agreement now or hereafter approved by the City, the requirements of the latter shall prevail, unless otherwise provided by FAA regulations.

Section 4 Action on Application

The City may deny any application or reject any bid or proposal as the case may be, if, in its opinion, it finds any one or more of the following:

- a. The applicant for any reason does not meet the qualifications, standards and requirements established by these rules and regulations; or
- b. The applicant's proposed operations or construction will create a safety hazard on the Airport; or

- c. The granting of the application will require the City to spend funds, or to supply labor or materials in connection with the proposed operations to an extent which the City is unwilling to enter into such an arrangement; or the operation will result in a financial loss to the City; or
- d. There is no appropriate, adequate or available space or building on the Airport to accommodate the proposed activity of the applicant at the time of the application unless the applicant proposed to construct such facilities; or
- e. The proposed operation or Airport development or construction does not comply with the approved Airport Master Plan for the Airport; or
- f. The development or use of the area requested by the applicant will result in depriving existing Operators of portions of the area in which they are operating; or will result in a congestion of aircraft or buildings; or will result in unduly interfering with the operations of any present Operator on the Airport through problems in connection with aircraft traffic or service, or preventing free access to the Operator's area; or
- g. Any party applying, or interested in the business, has supplied the City with any false information or has misrepresented any material fact in the application or in supporting documents; or has failed to make full disclosure on the application or in supporting documents; or
- h. Any party applying, or interested in the business, has a record violating these regulations and standards, or the regulations and standards of any other Airport, or the Federal Aviation Regulations or any rules and regulations applicable to the airport; or
- i. Any party applying, or interested in the business, has defaulted in the performance of any lease or any other agreement with the City; or
- j. Any party applying, or interested in the business, has a credit report containing derogatory information which suggests said applicant does not appear to be a person of satisfactory business responsibility and reputation; or
- k. The applicant does not appear to have or have access to the operating funds necessary to conduct the proposed operation; or
- l. Any party applying or interested in the business has been convicted of any crime or violation of any City ordinance of such a nature that it indicates to the City that the applicant would not be a desirable operator on the Airport; or

- m. Nothing contained herein shall be construed to prohibit the City from denying, for any reason it deems sufficient, an application to do business on the Airport for the purpose of selling, furnishing or establishing non-aviation products and supplies or any service or business of a non-aeronautical nature, or the application by a person for an area on the Airport for the personal non-profit use of such person.

Section 5 Supporting Documents

All applicants for Fixed Based Operators, as defined in Chapter IV Section 1 below, shall submit the following supporting documents to the City, together with such other documents and information as may be requested by the City. Applicants for Other Operators at the Airport, as defined in Chapter IV Section 2 below, will submit a subset of the following supporting documents as determined by the Airport Advisory Board depending on the type of operation. Applicants must grant the city the authority to conduct a Criminal History Records Check and a current Credit Report. A non-refundable \$500.00 initial application fee is required at time of application submission.

- a. A current financial statement prepared or certified by an independent certified public accountant, and certified by the chief financial officer(s) of the intended business. The applicant may request that access to this information be protected from the public. Evaluation of the request will be subject to the statutes currently in effect. The Chair of the Airport Board and the Airport Manager will designate up to three additional individuals to review the information when an application is received. Upon review of the financial statement, the evaluation committee may require additional information such as bank statements, Profit/Loss statements, etc.
- b. A description of previous experience in Airport Service and a listing of key personnel to be assigned to the Cedar City Regional Airport with duties, responsibilities, and similar experience.
- c. A written authorization for the FAA, and all Aviation or Aeronautic Commissions, Administrators, or Departments of all States in which the applicant has engaged in aviation business to supply the City with all information in their files relating to the applicant of the operation. The applicant shall execute such forms, releases and discharges as may be requested by any of these agencies.
- d. A written listing of the assets owned or being purchased which will be used in the business on the airport.
- e. A current credit report covering all areas in which the applicant has done business during the past five years. The applicant may request

that access to this information be protected from the public. Evaluation of the request will be subject to the statutes currently in effect.

- f. Most recent two years of maintenance and flight records for all airplanes proposed to be used by the FBO.
- g. A copy of all licenses/certificates held by any individual or business entity proposed to be part of the FBO.
- h. The applicant must disclose any business entities they have participated in as an owner, agent, member, partner, incorporator, manager, managing partner, or in any other corporate capacity.
- i. The Chair of the Airport Board and the Airport Manager will designate up to three additional individuals to review the information when an application is received.
- j. All FBO(s) with their initial application shall furnish to the Airport Board/City:
 - (1) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Commercial General Liability \$5,000,000 per occurrence; Personal liability \$5,000,000 and a hold harmless clause in favor of the City, its officers and employees. Cedar City Corporation must be listed as Certificate Holder.
 - (2) A current address and telephone number.

Section 6 Airport Leases Non-Transferable

Except as otherwise provided in existing leases of the airport, no right, privilege, or approval to do business at the Airport, or any lease of any area of the Airport or a part thereof shall be assigned, sold or otherwise transferred or conveyed in whole or part without the prior express written consent of the City. No lease, or portion thereof, may be assigned or sub-let without prior approval of the City and all assignees or sub-leases as approved by the City shall comply with these regulations and standards.

Section 7 Rates

Rates charged by any operator at its leasehold for hangar space, T-hangar rentals, tie-downs, products and services shall not be excessive, discriminatory or otherwise unreasonable, and shall be filed with the City whenever subject to change.

CHAPTER IV

AIRPORT OPERATORS, LEASES AND CONCESSIONS

Section 1 Fixed Base Operator (FBO)

No person shall use the Airport as an FBO until such person has executed a lease agreement approved by the City establishing Airport space lease terms, rental amounts, insurance requirements and other terms and conditions required by the City; has met the qualifications, standards and requirements of these regulations and standards; and has paid the required fees.

An FBO shall be a person/operator who carries on or conducts line services which shall include the supplying of fuel and other services. In order to qualify as an FBO at the Cedar City Regional Airport, the person/operator must provide;

(1) Jet and Aviation Fuel in accordance with NFPA 407 and ATA 103(as enforced by the airline quality control policies). Fueling vehicles/equipment will be in 100% fully operational status and in complete compliance with the above directives, or they will be stored at the FBO(s) fuel farm. Leaks of any magnitude will not be tolerated. Leaking vehicles or fuel storage tanks will be repaired or drained immediately or subject to Fire Department citation, fine and immediate termination of fuel servicing capability. Any person operating fuel servicing equipment or any fuel handling equipment shall be qualified per 14 CFR Part 139 and that qualification shall be on file with the Airport Manager. Fuel attendants must participate in line service training programs to enhance fueling safety. Line services will be available at a minimum from daylight to dusk or accommodating the scheduled airline flight schedule, whichever covers the greater span of time. Linemen will be contactable by phone or radio (monitoring CTAF and Unicom) at all times during the above hours. Emergency call out services will be available 24 hours 7 days per week. FBOs may negotiate services for major holidays with the Airport Manager.

(2) Aircraft Charter/Rental Service that shall require the FBO to have a minimum of two serviceable and well maintained aircraft on the Cedar City Regional Airport at all times, one of which must have at least 4 seats and be IFR capable. The aircraft may be absent from the airport if they are rented, chartered, or in short term (less than 3 weeks) maintenance. All other absences must have a substitute aircraft on the airport until the original aircraft can be returned to service. Aircraft will be fully insured for all commercial uses. Charter Service shall be provided so that the general public can contact and schedule charter flights with no more than 24- hour notice. All Charter services shall be conducted under 14 CFR Part 135. It is mandatory that all charter enplanements be recorded and reported to the appropriate federal authorities as directed by the Airport Manager. A copy of licenses/certificates must be furnished to Airport Manager.

(3) Ground and Flight Instruction will be available to students to include Private Pilot, and Instrument ratings at a minimum. Aircraft will be made readily available by

the FBO to accommodate these requirements. The aircraft will be fully operational. An Instructor will be available for 40 hours per week at the Cedar City Airport. The schedule may be flexible to allow the Instructor to accomplish charter pilot duties or other aviation related duties. A copy of licenses/certificates must be furnished to Airport Manager.

(4) The FBO shall provide aircraft maintenance by an aircraft mechanic with inspection authority. The mechanic shall be available on the airport for a minimum of 40 hours per week. The mechanic must have a hangar suitable for the type aircraft typically requiring service at the airport and must possess the tools required to perform the maintenance expected from these aircraft. The mechanic shall be available on call for emergency response to aircraft incidents. A copy of licenses/certificates must be furnished to Airport Manager.

(5) At a minimum, the FBO must provide, Ground Power Unit service, De-icing capability, aircraft tow and disabled aircraft removal capability, a current inventory of charts and navigation aids, commonly expected pilot supplies, catering services, and full service amenities to include a pilot lounge with flight planning area. The FBO shall at all times, maintain an adequate supply of the oils and fluids required to serve aeronautical users of the Airport.

(6) All fuel sold by the FBO on Cedar City Regional Airport must be stored in approved fuel tanks located on a leased fuel farm location on the airport. The FBO shall not place or maintain any fueling facilities on the Airport, mobile or fixed, which are not approved by the City. The FBO shall not deliver fuel into any aircraft unless the fuel has first been placed in a suitable and approved filtration tank. There shall be no fueling direct from a common carrier transport truck into mobile fuel truck. Minimum fuel storage requirements are 22,000 gallons of Jet A and 22,000 gallons of 100LL aviation fuel. The fuel farm and all fuel servicing vehicles are subject to both monthly and random inspection by both the City Fire Department and Airport Staff. Construction plans for fuel farm must be reviewed and approved by the City Building Department, City Fire Marshall, and Airport Manager. The FBO shall operate mobile fuel truck only on the areas in which it is requested to provide such service.

(7) Each FBO must provide self-serve fuel dispensing equipment with a minimum of 1000 gallons of 100 LL aviation fuel. Dispensing location must be approved by City Fire Marshall and Airport Manager. Dispensers shall be installed, operated and maintained so as to meet all fire codes, applicable regulations and provide 24 hour a day fuel dispensing capability.

(8) Each FBO must construct a building or lease a building of at least 2,000 contiguous square feet, providing properly lighted and heated floor space for office, public lounge, pilot briefing area, both male and female restrooms, kitchen and telephone. Location of building must be in accordance with Airport Master and Airport Layout Plans. Parking space requirements for this facility must comply with City Ordinances.

(9) The FBO will be required to comply with Federal Aviation Regulation Part 139.321, *Handling and Storing of Hazardous Substances and Materials*.

(10) Fuel Spill Liability Assurance: The FBO will be required to provide the Airport Board/City with a written assurance that it will be solely responsible and fully liable in all regards for any fuel spill occurring at the FBOs location. The FBO will also be required to submit to the Airport Manager a written fuel spill response procedure and a copy of its operating manual.

(11) The FBO shall provide adequate and sanitary handling of all trash, waste and other materials including, but not limited to used oil, sump fuel, and solvents, and comply with all applicable provisions of the Airport's Stormwater Pollution Prevention Plan.

(12) The FBO shall comply with FAA Advisory Circulars 00-34, *Aircraft Ground Handling and Servicing*, 150/5210-5, *Marking and Lighting of Vehicles Used on Airports*, 150/5230-4, *Aircraft Fuel Storage, Handling and Dispensing*, or applicable local rules and regulations, whichever are more restrictive.

(13) The FBO shall provide adequate equipment and trained personnel during posted business hours to meet public requirements for all ramp services including but not limited to aircraft marshaling and towing, ground power service and lavatory service.

(14) The FBO shall provide service hours that best serve the public requirements. Hours of operation shall not be less than 12 hours per day, seven days per week. Hours of operation may be seasonally adjusted and shall be conspicuously posted. At least one qualified employee shall be on duty during the hours of operation. A change in the hours of operation must be approved by Airport Manager.

(15) A minimum of two ground support vehicles equipped with roof mounted beacon and vehicle mounted CTAF radios must be provided. A minimum of two airline style baggage carts must be provided for the purpose of assisting visiting charter operators to the airport. Snow removal equipment must be provided for the purpose of clearing apron space to allow airplanes to safely operate in the area of the FBO location. A minimum of two courtesy vehicles must be available 24 hours per day for use by transient pilots and charter crew members.

(16) All FBO personnel must complete and satisfactorily pass a criminal background check. Any personnel who fail to satisfactorily pass a criminal background check will not be allowed access to the airport.

All of the above services shall be provided through resources within the FBO(s) organization. Should the FBO desire to subcontract for one or more of the above services, a legally binding contract must be provided to the Airport Advisory Board for pre-approval. The final approval must be given by the City, in writing, before the contract is considered valid.

All other minimum requirements referenced below in section 2 for independent operators shall apply to FBOs for each functional description the FBO elects to perform. If any of the described services are subcontracted, the subcontractor must meet all these rules and regulations and minimum standards and the service must be provided on site.

The FBO shall furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and shall charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the FBO may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

FBOs are automatically licensed to perform any of the functions defined in paragraph b. below.

Section 2 Specialized Aviation Services Operators (SASO) at the Airport:

All SASO (Operators) desiring to perform the mentioned services in paragraph (b) of this section at the Cedar City Regional Airport must have approval of the Airport Advisory Board and must obtain a valid business license and lease agreement from the City, and must conform to these Rules and Regulations and minimum standards. A non-refundable \$100.00 initial application fee is required at the time of application submission. A non-refundable \$100.00 annual fee is required to provide services on the airport. No Operator or individual shall be allowed to maintain/store aviation fuels at the Cedar City Regional Airport unless the Operator has a concessionaires license with the City as a full service FBO and complies with the requirements defined in Chapter IV, Section 1 or is a government contract helicopter or Single Engine Air Tanker with fuel on the airport that was not purchased from the FBO. Any commercial fueling of aircraft at the Cedar City Regional Airport shall be done by an authorized FBO.

- a. All Operators with their initial application shall furnish to the Airport Board/City:
 - (1) A copy of the applicable FAA certification documents;
 - (2) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public liability \$100,000 per person; public liability \$2,000,000 with hold harmless clause in favor of the City, its officers and employees;
 - (3) A current address and telephone number.
- b. Types of Operator services include:
 - (1) Aircraft sales
 - (2) Parts and accessories sales
 - (3) Charter operations which include, but are not limited to: passenger or "air taxi;" freight, or delivery; aerial survey; agricultural spraying, etc.

- (4) Aircraft rental
 - (5) Flight instruction or ground schools
 - (6) Maintenance services which shall include services in one or more of the following:
 - (a) Airframe overhaul and repair
 - (b) Engine overhaul and repair
 - (c) Radio and electrical shop
 - (d) Instrument shop
 - (e) Aircraft interior work
 - (f) Refinishing and painting
 - (g) Interior cleaning
 - (7) Aircraft storage, inside and/or outside
 - (8) Specialized commercial activities
- c. An applicant for an Operator's lease will specify all services mentioned in paragraph (b) of this section which the applicant desires to conduct on the Airport. An Operator shall carry on or conduct only those services for which he has executed a lease with the City of Cedar City.
- d. In addition to the requirements provided in paragraphs (a) and (b) of this section and any other requirements of these regulations and standards, the Operator shall meet the following minimum qualifications for each of the following respective services that they intend to provide:
- (1) Aircraft Sales - The Operator shall provide the office required by these rules and regulations and shall lease from the City at the Airport an area of sufficient size to permit the storage and/or display of inventory aircraft for sale or used in that Operator's aircraft sales business on the Airport.
 - (2) Parts and Accessories Sales - The Operator must have a lease and provide suitable space for the parts and accessories as needed in the business.
 - (3) Charter Operations - An Operator shall provide the office required by these rules and regulations; shall comply with the applicable rules and regulations of the FAA; and shall lease from the City an area on the Airport of sufficient size to accommodate all such space needed for the operations.
 - (4) Aircraft Rental - An Operator shall provide the office required by these rules and regulations and shall lease from the City an area on the Airport of sufficient size to accommodate all aircrafts that will be used by the FBO at the Airport.
 - (5) Full-Time Flight Instruction and Ground School - The Operator shall provide an office building of sufficient size to provide a

suitable classroom with a minimum of 200 square feet of inside floor space and shall lease from the City an area on the Airport of sufficient size to accommodate such structure and all aircraft used by the Operator for the training; and shall have based on the Airport two or more aircraft suitable for flight instruction which comply with the regulations and standards of the FAA.

- (6) Maintenance Services - An Operator shall provide a shop building which is separated by a fire wall from any hangar or building of sufficient size to accommodate the aircraft for which service is intended, together with all tools and equipment and the office required by the rules and regulations which building shall contain a minimum of 1,200 square feet of inside floor space. In addition, the Operator shall equip the shop with such tools, machinery, equipment, parts and supplies normally necessary to conduct a full-time business operation in connection with the maintenance service being offered. Such shop shall be staffed by mechanics and personnel who are qualified and competent and who hold any and all certificates necessary from the FAA or DOA. Such maintenance and repair services shall be conducted on a regular basis and shall be open for repairs daily during normal business hours with competent personnel on duty. In addition, the Operator shall lease from the City an area on the Airport of sufficient size to accommodate such buildings and to provide an access area and storage area to accommodate aircraft used by the Operator, or which are placed with him for repairs. Aircraft may be stored in the shop building.
 - (7) Aircraft Outside Storage - The Operator must hold a lease to provide suitable space for paved tie-down area of sufficient size to accommodate all aircraft used by the Operator in its operations at the Airport.
 - (8) Aircraft Inside Storage - The Operator shall provide a storage building of sufficient size to accommodate stored aircraft. It may have an office in the storage building. If no office is maintained, the Operator shall post in conspicuous places on the hangar facilities the name, address and telephone number of the Operator and of the person who shall be managing or operating the hangar facilities. The operator shall have an area of sufficient size to accommodate the building with proper access.
- e. Each Operator shall, upon being authorized by the City as the construction of any required physical facilities permits, and subsequent to the execution of a proper lease, as soon as feasible, commence and conduct on a full-time basis all business activities and services.

- f. Except in cases of an Operator offering T-hangar or inside hangar aircraft storage only, each Operator shall provide and maintain an office which shall be staffed and open to the public during normal business hours of each normal business day of that Operator which shall be the operator's office or place of business on the Airport. These facilities and office shall be kept in a neat, clean and orderly condition and properly painted. The office shall contain adequate floor space for the operation being conducted. Only one office shall be required of each Operator.
- g. Unless covered under pre-existing agreement with the City, each Operator approved shall enter into a lease agreement with the City which includes an agreement on the part of Operator to accept, be bound by, comply with and conduct business operations in accordance with these rules and regulations and to agree that the license and authority to carry on business at the Airport shall be subject to the terms and conditions set out in these regulations and standards and the relocation or termination thereof as herein provided.
- h. Unless otherwise provided by the City, operations of the Operator shall be conducted on one area of sufficient size to accommodate services for which the operator holds a lease allowing for future growth and additional services as contemplated by the City, or the applicant, at the time of application, to the extent however, that space is available at the Airport.
- i. For an Operator to qualify for approval, it must have available sufficient operating funds to conduct the proposed business.
- j. An Operator shall cooperate with the City in the operation, management and control of the Airport and shall do all things reasonable to advance or promote the Airport and aeronautical activities thereon and to develop the Airport into an attractive, efficient and modern facility.
- k. All complaints against any Operator for violation of these regulations and standards shall be filed with the City and made in writing, signed by the party submitting the complaint and specifying dates, times, and witnesses, if any.
- l. The Operator agrees to indemnify, defend, and hold the City, its authorized agents, officers, representatives, and employees from and against any and all actions, penalties, liability, claims, demands, damages, or loss resulting from claims or court actions, whether civil, criminal or in equity, and arising directly or indirectly out of acts or omissions of the Operator, its agents, employees, servants, guests, or business visitors.

- m. To guarantee performance of paragraph (l.) above, the Operator shall secure, at the Operators' expense, public liability and property damage insurance on which the City shall be named as an additional insured. Such policies of insurance shall be maintained in full force and effect during all terms of existing leases and agreements or renewals or extensions thereof. Such policies shall be with an insurance company licensed to do business in the State of Utah. Copies of all such policies of insurance shall be delivered to the City and shall be held for the benefit of the parties as their respective interests may appear. The amounts of said insurance shall not be deemed a limitation on the Operator's liability to the City.
- n. The Operator shall furnish all services authorized or licensed by the City on a fair, and non-discriminatory basis to all users thereof and shall charge fair, reasonable and non-discriminatory prices for each unit of service; provided that the Operator may make reasonably and non-discriminatory discounts, rebates.
- o. The City may, at its discretion, terminate any lease or other agreement authorizing the Operator to conduct any services or businesses at the Airport, which said termination shall automatically revoke the Operator's lease, for any cause or reason provided in these rules and regulations, or by law, and in addition thereto, upon the happening of any one or more of the following:
 - (1) Filing of a petition voluntarily or involuntarily, for the adjudication of the Operator as bankrupt.
 - (2) The making of the Operator of any general assignment for the benefit of creditors.
 - (3) The abandonment or discontinuance of any permitted operation at the Airport.
 - (4) The failure of the Operator to remedy any default or breach of violations by it or its personnel in keeping, observing, performing, and complying with these regulations and standards and the terms, covenants, conditions in any lease or agreement entered into pursuant hereto on the part of the Operator to be performed, kept, or preserved, within 30 days from the date written notice from the City has been mailed to delivered to the place of business of the Operator at the Airport.
 - (5) The failure to promptly pay to the City, when due, all rents, charges, fees and other payments which are payable to the City by the Operator.
 - (6) The Operator, or any partner, officer, director, employee or agent thereof commits any of the following:
 - (a) Repeatedly violates any of these rules and regulations; or

- (b) Engages in unsafe or reckless practices in the operation of an aircraft on or in the vicinity of the Airport which creates a hazard to the safety of the Airport users, other aircraft, or the general public, or endangers property, or which could, if an emergency developed, foreseeable result in causing personal injuries or death to a person or damage to property; or
 - (c) Operates the business of the Operator in such a fashion as to create a safety hazard on the Airport for other Airport users, aircraft or property at the Airport, the general public or the Airport, or any pilots, students or passengers.
- (7) The discovery that the Operator, through its application, supporting documents, statement before the City, has purposely misrepresented, misstated, falsified, or failed to make full disclosure of required information related to its application for an Operator lease agreement with the City.
- p. In the event of such termination, the Operator shall forthwith peaceably vacate the Airport and surrender possession of the premises to the City and cease and desist all business operations at the Airport. Should the Operator fail to make such surrender, the City shall have the right at once and without further notice to the Operator, to enter and take full possession of the space occupied by the Operator at the Airport by force or otherwise, and with or without legal process to expel, oust, and remove any and all parties and any and all goods and chattels not belonging to the City that may be found within or upon the same at the expense of the Operator and without being liable to prosecution or to any claim for damage therefore. Upon such termination by the City, all rights, powers and privileges of the Operator hereunder shall cease, and the Operator shall immediately vacate any space occupied by it under this agreement or any lease or leases and shall make no claim of any kind whatsoever against the City, its agents or representatives by reason of such termination or any act incident thereto.
- q. In addition to all other rights and remedies provided in these regulations, the City shall have any and all other rights and remedies at law or in equity, including the equitable remedy of injunction, to enforce these regulations and standards, to obtain compliance herewith and to impose the penalties herein provided.
- r. To the extent necessary to protect the rights and interest of the City or to investigate compliance with the terms of the rules and regulations, the Airport Manager or any authorized agents of the City shall have the right to inspect at all reasonable times all Airport premises together

with all structures or improvements and all aircraft, equipment, and all licenses and registrations.

- s. The Operator shall park and store the aircraft used in its operations and its customer's aircraft on its assigned area only, unless arrangements for such parking with another Operator, the City or the Airport Manager are made.

Section 3 Flying Clubs

All flying clubs desiring to base their aircraft and operate on the airport must comply with the applicable provisions of these rules and regulations. However, they shall be exempt from regular Fixed Base Operator requirements upon satisfactory fulfillment of the conditions contained herein.

- a. The clubs shall be a nonprofit entity (corporation, association or partnership) organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only. The ownership of aircraft must be vested in the name of the flying club or owned ratably by all of its members. The property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any member in any form (salaries, bonuses, etc.). The club may not derive greater revenue from the use of its aircraft than the amount necessary for the operations, maintenance, replacement, and improvement of its aircraft and equipment.
- b. Flying clubs may not offer or conduct charter, air taxi, or rental of aircraft operations. They may not conduct aircraft flight instruction except for regular members, and only members of the flying club may operate the aircraft. Any qualified mechanic who is a registered member and part owner of the aircraft owned and operated by a flying club shall be permitted to do maintenance work on the aircraft owned by the club.
- c. The flying club, with its initial application, shall furnish the governing body a copy of its charter and by-laws, articles of association, partnership agreement or other documentation supporting its existence; a roster, or list of members, including names of officers and directors, to be revised on a semiannual basis; evidence of insurance in the form of a certificate of insurance in the following minimum amounts: public liability \$100,000 per person; public liability \$2,000,000 per accident; property damage \$2,000,000 with hold harmless clause in favor of the City, its officers and employees (ten days prior notice of cancellation shall be filed with the City); number and type of aircraft; evidence that aircraft are properly certificated; evidence that ownership is vested in the club; and operating rules of the club, if applicable. The books and other records of the club shall

be available for review at any reasonable time by the City or other representatives of the governing body.

- d. A flying club must abide by and comply with all Federal, State and local laws, ordinances, regulations and these rules and regulations.
- e. All flying clubs are prohibited from leasing or selling any goods or services whatsoever to any person or firm other than a member of such club at the airport except that said flying club may sell or exchange its capital equipment.
- f. A flying club which repeatedly violates any of the foregoing, or permits one or more members to do so, will be required to terminate all operations.

Section 4 Independent Flight Instructors

Individuals desiring to perform as "independent" flight instructors and conduct flight training on a limited, part-time basis, and who have obtained appropriate certification from the Federal Aviation Administration (FAA), must comply with the applicable provisions of these rules and regulations. However, they shall be exempt from regular Fixed Base Operator requirements upon satisfactory fulfillment of the conditions contained herein.

- a. Individual flight instructors with their initial application shall furnish to the governing body:
 - (1) A copy of the applicable FAA certification documents;
 - (2) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public liability \$100,000 per person; public liability \$2,000,000 with hold harmless clause in favor of the City, its officers and employees;
 - (3) A current address and telephone number.
- b. Independent flight instructors must abide by and comply with all applicable federal, state and local laws, ordinances, regulations, and these rules and regulations.
- c. Independent flight instructions are prohibited from selling or leasing any material goods or services in direct competition with existing Operator's on the airport other than those services directly related to the conduct of individual flight training.
- d. Independent flight instructors who repeatedly violate any of the foregoing will be required to terminate all flight training operations on the Airport to which this section applies.

Section 5 Personal Aircraft Sales and Leases

Nothing contained herein shall prohibit any individual or business from selling and/or leasing personally or business owned aircraft at their discretion providing that all other applicable rules, regulations and minimum standards contained in this document are complied with.

Section 6 Specialized Commercial Activities

a. Parachute Jumping: Any commercial parachute jumping clubs or organizations desiring to engage in parachute jumping onto the Airport must as a minimum provide the following:

- (1) Obtain the written permission of the Airport Manager.
- (2) Specify the hours and areas for the drop and issue a Notice to Airmen as appropriate.
- (3) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public liability \$100,000 per person; public liability \$2,000,000 with hold harmless clause in favor of the City, its officers and employees. If the organization is a member of the United States Parachute Association, the coverage provided by membership in that organization is acceptable.

b. Casual Aircraft Mechanics: An individual desiring to engage in occasional commercial airframe or powerplant or specialized repair service, must provide as a minimum the following:

- (1) A copy of the applicable FAA certification documents;
- (2) Evidence of insurance in the form of a certificate of insurance in the following minimum amounts: Public liability \$100,000 per person; public liability \$2,000,000 with hold harmless clause in favor of the City, its officers and employees;
- (3) A current address and telephone number.
- (4) A non-refundable \$100.00 annual fee is required to provide services on the airport.

CHAPTER V

AIRPORT LEASE POLICY

Section 1 Lease Term

The maximum term for City owned facilities shall be 5yrs. with additional 5yr. extension options when agreed to by all parties. The initial term for raw land shall be 20 yrs. with 5 yr. options subject to re-negotiation. On raw land leases, Lessee shall be given 1 year to obtain building permits or lease will become void.

All airport tenants must provide the Airport Staff 24 hour a day / 7 day a week access to any facility built on the airport by providing a door key or door combination. The access is to allow for Base Airplane Inventories, FAA requested searches for missing airplanes, and facility inspections.

Section 2 Lease Rate

Rate will be determined based on the following factors:

- Prevailing consumer price index (CPI)
- Per square foot area
- Rates for like facilities or land in the local area
- Apron/taxiway access
- City Council approved rates/fee structure

Lease Rates are approved by the City Council and are adjusted per terms of the lease agreement.

Section 3 Utilities

1. Use of City supplied utilities in common areas will be reflected in the lease rates.
2. Unique utilities required in common areas will be the responsibility of lessee.
3. Hook up and cost of utilities to buildings constructed on leased city land shall be the responsibility of the lessee.
4. Unless otherwise provided in the lease agreement with the City, the Operator shall, at its own expense, provide, construct, install, equip and maintain all utilities, buildings, structures, ramps, tie-down area, taxi-ways, fences and all other facilities and improvements requested or approved by the City as part of the lease for the Operator to carry on the activities or services authorized by the City.
5. The Operator shall promptly pay, when due, all charges for water, sewer, power, telephone service and all other utilities and services

supplied to the operation at the Airport; and all wages or salaries and all rentals, fees and payments to the City.

Section 4 Facility Maintenance

1. Lessee will be responsible for proper upkeep of the facility. Uncommon wear or breakage will be the responsibility of the lessee.
2. Normal wear or failure of such items as plumbing, fixtures, carpets, integrity of the roof, paint etc. which were part of the original lease agreement shall be the responsibility of the lessor.
3. Lessee may opt to make necessary repairs of lessor's maintenance responsibilities for lease payment credit with lessor's approval. In such cases a detailed breakdown of cost by category (labor/materials) shall be submitted to the lessor for approval prior to repair start. The lessor may accomplish such maintenance/repair if that option will result in a financial benefit to the lessor.

Section 5 Construction/Modifications to a City Owned Facility

1. Plans and specifications and an FAA 7460-1 Form for any construction required or approved by the Operator shall be submitted to the City for review and approval within 60 days from successful negotiations of a lease agreement, and construction thereon shall commence within 60 days from the City's Approval of the plans and specifications. The deadlines provided in this paragraph may be extended by the City for a good cause upon the request of the Operator. All construction shall comply with applicable building codes and other ordinances and the proper permits including fees, shall be secured and paid for by the Operator.
2. If the proposed modifications to the facility under lease are deemed to be in the best interest of the lessor, the cost of such modifications will be shared by the lessee and lessor at a ratio negotiated for each specific project.
3. In the event proposed modifications are not deemed to be in the interest of the lessor, the modifications can be made with approval of the lessor, however, the cost of such modifications shall be the responsibility of the lessee.
4. Any modifications made to the facility by either No. 1 or 2 above shall not be removed at lease end without approval of the lessor.
5. Modifications to the facility required to meet safety codes, building codes, or handicapped access codes will be the responsibility of the lessor, given that the use requiring such modifications is agreed to and is part of the original intent of the lease agreement. Otherwise the cost of such modifications shall be the subject of negotiation.

CHAPTER VI

DEVELOPMENT STANDARDS

Section 1 Purpose:

Development standards promote consistent architectural design, site planning and visual appearance of hangars constructed at the airport. Development standards ensure new hangar development will be constructed in accordance with FAA regulations and Advisory Circulars along with local regulations relating to public health, safety, and welfare. Development standards also guarantee that future hangar development will be designed and constructed in a manner that will enhance both existing and future development.

Section 2 Development Standards:

Development standards are implemented for use in the design of hangars and other structures built at the Cedar City Regional Airport. They do not replace local building and fire codes that are implemented by local city, county, state, and federal entities. They do, however, supersede city ordinances when the hangar property is completely within the airport property boundary and the site does not border a city street. All engineering standards for utilities are strictly enforced on any airport development. It is the responsibility of the tenant to meet all codes and standards required. Development standards apply to both proposed hangar development and existing hangar modifications. All improvements to a site accomplished to comply with any City ordinance, this document, or any other Code shall be the responsibility of the Lessee.

Section 2.1 Site Plan Review / Permits:

- a. Pre-Design: Prior to the hangar site planning and design, the tenant or the designated representative will meet with the airport manager to discuss the following pre-design requirements.
 1. Lease agreement terms and conditions
 2. Lot location for the proposed hangar
 3. Development standards
 4. Construction document requirements
 5. Building Plans
- b. Construction Documents: The tenant or designated representative shall prepare and submit an "Application for Raw Land Lease" to the airport manager at least 7 days prior to the Airport Board meeting where action is required.

Section 2.4 Hangar Size

All hangars shall meet the minimum square footage established for the airport. The minimum hangar size established in these standards may be reduced, or modified where the proposed site does not have adequate width or depth or to accommodate a utility easement.

- a. Hangars constructed at Cedar City Regional Airport shall be a minimum of 3600 square feet.
- b. Hangars shall be sized and shaped to adequately and safely store the proposed aircraft. The proposed hangar size, shape, and use must be consistent with the Airport Master Plan and Airport Layout Plan for the proposed location unless unusual circumstances allow for exception.

Section 2.5 Architecture

Hangars erected at the Cedar City Regional Airport shall meet all applicable building codes, including fire, electrical, and plumbing, etc. The proposed hangar will be reviewed by the airport manager and the Airport Advisory Board to determine compatibility with the Airport Master Plan and Airport Layout Plan. The proposed hangar will also be reviewed by the project review committee in accordance with their development checklist.

- a. Construction Materials: Pre-fabricated, pre-engineered or erected hangars shall have a façade of masonry, concrete, powder coated metal or a combination of these materials. Other materials may be used if approved by the Airport Board, the Fire Marshal, and the Building Inspector.
- b. Structural Requirements: All hangars shall be engineered to meet the following standards; Seismic Zone D- Importance Factor 1, Wind loading to 90 MPH, Exposure C, and a Snow load of 30 PSF plus drift.
- c. Exterior Color: All exterior surface colors shall be compatible with that of the surrounding area as determined and approved by the Airport Board. The tenant shall submit a sample of the colors selected as part of the "Application for Raw Land Lease" for approval.
- d. Framing: All hangar structures shall be totally enclosed. No open sided structures shall be permitted with the exception of shade covers. Metal shade covers may be built in designated areas with the approval of the Airport Advisory Board.
- e) Exterior: All exterior surfaces shall be of new material, pre-finished aluminum, steel, or decorative masonry. No painted wood, unfinished materials or excessive glass walls will be permitted. No used or damaged materials will be allowed.

- i. Building glazing shall not cause glare or reflections that will interfere with airport operations or ground circulation. Windows or large areas of glass shall be oriented and/or treated to avoid reflections which could distract pilots landing or taking off.
- ii. All new construction shall be of high quality and utilize materials and finishes which will maintain their appearance with low maintenance.

Section 3 Paved Access

The tenant shall provide paved access from the aircraft door of the hangar to the existing apron, taxilane or taxiway edge. The pavement strength and materials shall be designed to current airport engineering and FAA standards. The first five feet in front of the hangar door shall be concrete for the entire front of the building.

Section 4 Storm Water Systems

Storm water systems shall be designed to current city engineering standards. No storm drainage system will be allowed under buildings. All roof drains shall be connected to a storm drainage system.

Section 5 Signs

Signs are permitted in accordance with Cedar City signage standards. All signs must be approved by the building inspector and Airport Manager.

Section 6 Lighting

Within the non-airside property boundaries, lighting may be used to illuminate buildings, landscaping, signs and parking provided the lighting is adequately shielded from public streets and the airfield. If hangar apron lighting is necessary, lighting fixtures must be attached to the façade of the hangar and adequately shielded from the airfield.

Section 7 Landscape

All landscaped areas shall conform to the existing landscape ordinances. Plant materials that attract birds and other wildlife are not permitted. Trees are not permitted. Existing trees will be allowed to remain until the tree becomes a wildlife attractant, at which time the tree will be removed. Xeriscape is highly recommended. The hangar landscape design shall be submitted to and reviewed by the airport manager and the city building inspector to insure that all landscaping will conform to existing landscape ordinances and FAA height restrictions.

Section 8 Sidewalks

If the proposed hangar borders landside airport property, or a public street, where city standards require a sidewalk, the tenant is responsible for the construction of the sidewalk and curb/gutter along the property line bordering the landside property or the public street unless a sidewalk is already existing.

Section 9 Parking

Parking shall be designed in accordance with local city parking ordinances and ADA standards. Pavement, curb and gutter shall be designed to meet current Cedar City engineering standards and local city codes. Pavement, curb and gutter shall not be required on lots that are completely within the airport property boundaries. Owners and visitors off/to the hangar lots that are completely within airport property boundaries will park their vehicles within their lot and/or hangar at all times.

Section 10 Outdoor Storage

Outdoor storage areas, dumpsters, loading/unloading areas, roof equipment will be screened with the same architectural style as the hangar or as approved by the project review team.

Section 11 Utilities

The tenant shall negotiate for utility service with each individual utility company.

Section 12 Temporary Buildings

Temporary buildings such as trailers are subject to approval by the building inspector and must be in compliance with city ordinance. Temporary buildings must be constructed of materials that have an exterior color that compliments the surrounding area.

Section 13 Snow Removal

The airport staff will plow snow in front of the hangar area within ten feet of hangar doors when the hangar is adjacent to a public use apron. The City will not be responsible for any possible damage to hangars or aprons including cracks or chipped concrete resulting from the snow removal. All snow removal operations are subject to the priorities established in the Airport Snow Removal Plan. Hangar aprons are the lowest priority. Hangars that are adjacent to a taxilane will be plowed to the edge of the taxilane. All other snow removal shall be the responsibility of the tenant.

Section 14 Refuse

No storage of waste, refuse material, aircraft parts, vehicles or equipment shall be permitted outside the hangar.

Section 15 Fencing

Security/Wildlife fencing shall be required on all properties that are located on the airport boundary. Fence construction shall meet FAA and City specifications. Properties that are totally within the airport boundary will not be fenced. Temporary fence panels may be allowed on these properties at the discretion of the airport manager.

Section 16 Office and Apartments in Hangars

Hangar Owners are allowed to install offices, kitchens and restrooms in their hangar, which may be used only for aviation purposes. The hangar may not be used for overnight stays or for any residential or non-aviation related activity.

Section 17 Construction Standard

All construction must be accomplished in a timely manner. A representative of the airport reserves the right to inspect and reject any phase of the construction. A detailed drawing of the proposed hangar and a copy of the city Building Permit must be submitted to the Airport Board for approval before construction may begin.

Section 18 Clean up and Reclamation

The builder shall haul all excess gravel and topsoil material from the site to an alternative location on the airport as so directed by the Airport Staff. A one thousand-dollar (\$1,000.00) clean up and reclamation deposit is required. These funds must be placed on deposit with the airport before any construction begins. If all cleanup and reclamation is completed by the builder to the satisfaction of the airport, the entire deposit will be returned. If this work is not completed within 14 days after the issuance of a certificate of occupancy, the airport shall have the right to complete the work or contract it out and utilize the owner's deposit as payment. The remaining deposit (if any) shall be returned to the owner. If the amount deposited is not sufficient to pay for the required reclamation and clean up, the owner agrees to pay any additional charges.